

1894-010
Lee Co.

Chancery Causes: Cowan McClung & Co] vs. W. C. Herndon &c

Folder 1 of 2

Cowan, McClung, Thomas, Rhea, Parsons, Woodward, Stapleton,
Morristown Medicine Co], Spiro, Spiro & Bro], Hurst, Spence,
Spence & Co], Ross, Daw, M. L. Ross & Co], Hill, Lloyd,
Hill Lloyd & Co], Louisville Tin & Stove Co], Shuttleworth,
Grauman, Grauman & Shuttleworth], Preuser, Wellenvoss,
Preuser & Wellenvoss], Hazen, Lotspeich, Hazen & Lot speich],
Parsons, Laningham, Bailey, Smith, Kirk, Oldham, Cecil,
Hobbs, Barton, Richmond

- Deed

CA-Debt
T-Property
Business

Additional Information:
Wholesale merchants &
drygoods merchants

To the Hon. H. S. K. Morrison, Judge of
Circuit Court for the County.

Humbly Complaining your
orators James D. Cowan, E. J. McClung,
Matthew McClung, R. M. Rhoads, Jacob L. Thomas
partners in trade under the style of firm
name of Cowan, McClung & Co. respectfully
represent unto you, that on the
28th day of October 1893 at the special

instance and request of Wm. O. Herndon,
a merchant doing business then in the
County of Lin. in the Crab Orchard Country,
your orators sold and delivered to him
the said Herndon a quantity of goods,
wares, and merchandise in the ag-
gate, amounting to the sum of \$455⁰⁰
and which sum did and will become
due and payable as follows, to wit:

\$12⁰⁰ on 28 Oct 1893 day of
+ 148⁰⁰ on Dec. 29 1893. and 9⁰⁰ on Jan 8 1894. and 285⁰⁰
on July 29 1894.

That at the direction of said Herndon all
of said goods, wares & merchandise were
shipped to said Herndon at the rail-
road station at Farmington Gap, Va.; that
your orators here file an itemized
statement of the goods, &c. sold as aforesaid
to said Herndon, which they pray
to be considered with this their bill,
near and; that at the time
your orators sold and delivered said goods
to said Herndon, the records of the
County Court Clerk's office of the County

Virginia, showed him & he represented himself to be the owner of a large and valuable quantity of land, lying and being in Lee County & State of Va. - land which he, the said Sturdon had had conveyed to him by the heirs of of Chas. Summington dec'd. John B. Summington & Sarah Sturdon, Tobias Herkes & wife and John C. Stapleton, and all of which land he was then in possession of, using and occupying as his own. Copies of the deeds to said land are here filed marked and prayed to be considered as a part of this bill.

Your orators will further show unto your honor that a large portion, if not all of the said goods sold and delivered as aforesaid to said ^{forming implements, or large lot of hay &c} Wm C. Sturdon, together with 4 or 50 head of cattle, a wagon & team, the goods in his store house at the time, and other goods and merchandise purchased from other wholesale merchants about the same the purchases were made from your orators were on or about the 10th day of Nov. 1843 turned over and transferred to said father Sarah Sturdon, and brother John B. Sturdon who are now in the possession of the same selling and disposing thereof; that said transfer of goods, cattle, hay, ~~from~~ implements, wagon & team &c was

without a consideration deemed valuable in law, or at least a consideration anything like the value thereof.

Your orators will further show unto your honor that said sum of money is still due and unpaid; that in a day or so after the transfer of said goods &c as aforesaid said H^{on} C. Hurdan absconded this State & is now a non-resident thereof; that to your orators great surprise on Nov. 10th 1893 one David D. Parsons deposited with the Clerk of the County Court of Lin County for recordation, a deed dated March 14th 1893 signed and acknowledged by said H^{on} C. Hurdan wife whereby in consideration of \$5000⁰⁰ in hand paid as the said deed expressed it, they conveyed to said Parsons all of said land except the Stapleton tract and that embraced in said deed of said John B. Drumington dated July 30th 1889; that at the time your orators sold and delivered said goods to said H^{on} C. Hurdan they had no knowledge of the existence of said deed of March 14th 1893 to said Parsons nor that said Parsons had or claimed or pretended to have any interest in the land embraced in said deed of March 14th 1893; that moreover, they

believe, and charge that said deed
was made without any consideration
deemed valuable in law, being paid
in hand; that it was made for the
express purpose of defrauding
some person or persons out of money
or goods. A copy of said deed last
named is here filed marked ^{and}
prayed to be considered herewith.

Your orators will further shew
unto your honor that said J. C. Herndon
made & acknowledged another paper
attempting to give our J. H. Woodward a
lien on all his land not embraced
in said Parsons deed, and Stapleton
tract, to secure a pretended debt to said
Woodward of \$675⁰⁰, which paper
was likewise placed with the proper
clerk of Lee County for recordation on
the 10th day of Nov. 1893. Your orators aver
that this pretended lien is voluntary
and fraudulent and was made for
the purpose of defrauding the creditors
of said Herndon and especially our
orators. A copy of this paper is here
filed marked ^{and} prayed
to be considered as a part hereof.

Your orators further represent
unto your honor that when the said
John C. Stapleton & wife made and exe-
cuted ^{this} said deed to said tract of land which
is herein designated as the Stapleton tract

a vendor's lien was reserved by them to secure \$200⁰⁰ of the purchase money thereon; that every part & parcel of this \$200⁰⁰ has long since been fully paid to said Stapleton; that there are no other liens, or incumbrances upon any of said land before mentioned in this bill, that the same already specifically mentioned; and that the rents, and profits of said land is insufficient to pay your orators claims and costs of this suit in five years.

The premises considered, your orators are advised that they have rights cognizable by a court of Chancery; that the said John P. & Larkin Sherburne will be compelled to account for all of the effects of said Mrs. C. Sherburne which went into their hands; that said debt to said Parsons, and said lien to said Woodward will be declared null & void as to your orators, and all creditors of said Mrs. C. Sherburne, who had no notice of the existence of the same at the time they gave him credit.

The prayer therefore of your orators are that Mrs. C. Sherburne, John P. Sherburne, Mrs. Woodward, Larkin Sherburne, David P. Parsons and John C. Stapleton be made parties defendants to this bill of Complaint; that each be required to answer its several allegations on oath; that by virtue of the affidavit herein filed marked Affidavit.

Made pursuant to section 2964 of the Code of 1887 an attachment issue and be levied upon the said H.C. Sturndean effects and the land mentioned and set out in the deed of March 14th 1893 and said lien to said Sturndean and the same be held until a future order of this court; that the said John P. Parsons specially answer, the true amount said H.C. Sturndean owed them just prior to said transfer of goods &c to them the date of each item of indebtedness & its character whether money or other thing; when, where and from whom they got the money or other thing which they lent the said H.C. Sturndean how whereby he became indebted to them; how much money or other thing they lent said H.C. Sturndean how at time of said transfer; the number & value of said cattle, wagons, harness & other chattels, the amount of hay & its value, farming implements and itemized statement of or an invoice of all the goods and chattels turned over to them by said H.C. Sturndean and whether they did not know at the time said goods were turned over to them, that said H.C. Sturndean was going to leave this State and that the same or a large portion thereof was not paid for; that the said David P. Parsons specially answer the true amount, if any thing, he

has paid on the land conveyed to him by
said Wm C. Henderson's wife; when such
payments were made; when, where
and from whom he got the money
or other thing with which to pay them;
how much he still owes them;
that the said Wm C. Henderson also specially
answer the true amount, if any thing which
said Henderson owed him at time he took
said paper to secure him; when, where
and from whom he obtained his money
or other thing which he lent said Hen-
derson; who knew of his having the
amount of \$675⁰⁰ ^{which he} lent said Henderson;
when the same will or did become due
and the date of the original indebtedness;
that on a final hearing of this cause a
judgment be given ~~in~~ ^{and} order against
said Wm C. Henderson for their said debt; that the
said deed, lease and transfer of goods &
chattels be set aside & enough thereof be
sold to satisfy their said claim, and the
costs of this suit; that an order of publi-
cation be made for said W. C. Henderson as
the law requires in such cases. And that
all other, further and general relief be
granted your honors as the nature of this
cause may require. And they will ever
pray &c.

Geo A. Ewing &
Perrin & Bros.

1st Jan'y. 1894

Cowan, McLung & Co

vs } Bickel & Chaney

H. C. Naudon et al

1894-1st Jan'y Rules Bill filed & set on home debts
+ order Pub for non-resident & set on home debts
" 2nd Jan'y Rules & set for home debts can't
" 1st Feb'y " Cont'd for Ord Pub
" 2nd " " Ord Pub complete + set for hearing by Plff
June Decree + Cont'd

John Lewis & Lachlan Carter
Total Disposition of -

C 12 50
S 6.60
Depo 3.75
Co C 5.50
Dr 5.00
A 15.00
+ C Clerk 1.25
\$49 60
Estimate 8.00
\$57 60

Defts Costs

Clerk 1.60

Comm. 1.50

\$3.10

1891
120
230

To the Hon. W.T. Miller, Judge of the Circuit Court For
Lee County;

The petition of The Morristown Medicine CO. , a corporation
organized and existing under the laws of the state of Tenn. and
Doing business in the state of Va. , respectfully represents unto
your Honor that W.C. Herndon is justly indebted unto your ^{Petitioner} ~~honor~~ in
the sum of \$52.60 for goods wares and merchandise sold and deliv-
ed to the said W.C. Herndon , \$17.15 of which said sum was sold and
delivered to the said Herndon on the 12th day of Aug. 1893 and
became due ~~Aug~~ 12, 1893 , \$35.45 of the said sum was sold to the
said Herndon on the 4th day of Nov. , 1893 and became due Jan. 4/
1894. from which said dates that the said sums of moneys became
due the said sums draw interest. A copy of the said account is
here filed and made part of this Petition. Your petitioner will
further represent unto your honor that ~~at~~ the first Jan. Rules
1894 a suit in chancery was instituted in said Circuit Court
for Lee County by James D. Cowan , C.J. McClung and others , part-
ners in trade under the style and firm of Cowan, McClung and Co. a-
gainst W.C. Larkin, and John P. Herndon, David P. Parsons , Wil-
liam Woodward and John C. Stapleton , the object of which said
^{among other things} suit is to have the deed of W.C. Herndon and wife to David Parsons
and the deed of Said Herndon to William Woodward set aside and
vacated , the said deed to said Parsons was made on the 14th
day of March, 1893 and the said deed to the said Woodward was made
on the 10th day of Nov 1893 , and it is further the object of the
said suit to ~~have~~ have the said land subjected to the said Compts
debt. .

Your Petitioners further represent unto your honor that
they have filed in the Clerk's office of the said County Court
a memoranda stating the title of this petition , the object thereof
the court wherein pending a description of the property and

names of the persons whose estates are to be affected thereby..

Your petitioner will further represent unto your honor the the said ~~deed~~ made to the said Parsons and the said Woodward was at the ~~June~~ term of the said Circuit Court declared null and ~~a~~ void as to the creditors of the said ~~Herndon~~, and as to them was set aside , vacated and set aside , and the same was decreed to be sold for the purpose of ~~paying~~ the said creditors' debts .

The prayer therefore of your petitioner is that it be made a party to this suit , that ~~they~~ be given a judgement for their said claim with interest as afore said ., and that when the said land is sold they be allowed to share in the proceeds ~~of~~ the said ~~sale~~ sale of the said land . And may all other further and general relief be granted your petitioner that the nature ~~of~~ of their ~~cause~~ cause and equity may require/. And your petitioner ~~will~~ ever pray &c

Morristown Medicine Co.

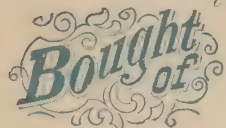
By Pennington Brothers, Attys.

R. F. TAYLOR, President.
W. A. JONES, Sec. and Manager.

Morristown, Tenn. June 21 1894

Mrs. W. A. Herndon & Co

Post Office Lexington Va Station Remington Tex 2-



MORRISTOWN MEDICINE CO.

SALESMAN

WHOLESALE DRUGGISTS

TERMS days, less per cent for cash in 10 days.

Aug	12	To	Balance	90	days	17 15 -
Nov	4	"	"	60	"	35 45 -
Nataly Jan						\$52 60
						50

R. F. Taylor (Pres)

State of Tennessee,
Hamblen County.

Personally came to me

..... R. F. Taylor , known to be ^{President} ~~one of~~

the firm of Morristown Medicine Co. and made oath before
me, J. O. RICE, a Notary Public in and for said county, duly commission-
ed and qualified, that the account hereto attached, for the sum of \$ 52.60

..... is just and correct, and now due, and unpaid, after al-
lowing all just credits and offsets. Witness my signature and official

seal, This 21st day of June 1894

..... J. O. Rice Notary Public.

Cowan M^{rs} Cluny & Co.

vs. { Petitioner of Mar-
 { rianne M^{rs} - Co

W.C. Henderson & Co

Filed July the 6th 1894

A.B. Munsey
Clerk

cts
C 65-
Co C 125
\$1.90

To the Hon. Wm. H. Miller, Judge of the Circuit
Court of the County, Va.

The petition of N. Spiro and
J. Spiro partners in trade under the
style and firm of Spiro & Bro. would
respectfully represent unto your honor
that on the 26th day of December 1893
they obtained before J. T. Burger, a
Justice in and for the said County of
Lee against W. C. Stummons for the
sum of \$16⁰⁰ with interest from the 1st day of
December 1893 and 3⁰⁰ cost, the papers
in which said judgment are her filed
and made part of this petition.

Your petitioners will further
represent unto your honor that
there has been exhibited in your
honor's court several suits
in Chancery by Counsel M. C. Chung
& Co and others against M. C. Stummons
and others for the purpose of setting
aside the a certain deed made
by the said Stummons to one
Louis Parsons, which said
deed is dated March 1st, 1894
and conveys the principal part of the
said Stummons land which lay
in the Crobachard, and for
the further purpose of setting
aside a deed of trust executed
by said W. C. Stummons to Wm
Woodward which deed was
dated Nov. 10, 1893 & filed & recorded

in the Clerk's Office of the County
Court of Lu County,

Your petitioner wife, Fairbank
referred unto your honor ^{and jury} that
that the said deed of Mch. 14, 1893,
and the said deed of Nov. 10, 1893,
were made for the purpose of
hiding, delaying & defrauding
the creditors of the said husband
and especially that of your petitioner.

The premises considered your
petitioner is advised that the said
deed of March, 14, 1893, to David
Parmer & the said deed of Nov.
10, will be declared void and nul-

The prayer therefore of your
petitioners is that they be allowed
to come in as parties to the said
suit of Cowan M^{rs} Cluett & Co. and
show in the benefits of the same
and if the said deeds should
be declared void, ~~that~~ and the
loans thereby conveyed deemed
to be paid, they be permitted to
show in the proceeds of the same
and have their debt paid out of
the same. And may all further
and general relief be granted your
petitioners that the nature of the case may
require, and they will ever pray, &c.

Spino & Bros

For Farmington Bros

Choau N. C. Chug & Co
D. S. { Depositor of
Assets & Debts

W. C. Henderson

Filed June 6th 1894
A. B. Munsey Clerk

C 68^{its}

To the Hon' Wm. T. Miller, Judge of the Circuit Court of Lee County;

Humbly complaining, your petitioner, Wm. S. Hurst ^{and} would respectfully represent unto your honor that W. C. Herndon is justly indebted to your petitioner in the sum of \$250.00, evidenced by the bond of the said Herndon, dated January the 31st, 1890 due ~~March~~ the 1st, 1890 and subject to a credit of \$120.40 as of November, 1892. The said bond is here filed and made a part of this petition. Your petitioner will further represent unto your honor that at the first January Rules, 1894 a suit in Chancery was instituted in the said Circuit court for Lee county by James D. Cowan and others, partners in trade under the style and firm name of Cowan, McClung and Co. against W. C., Larkin, and John P. Herndon, David P. Parsons William Woodward and John C. Stapleton, the object of which said Suit, among other things, is to have the deeds ^{of March 14, 1893} of W. C. Herndon and Wife to David P. Parsons and the deed of Nov. 10 1893 to William Woodward set aside and vacated, and it is further the object of the said suit to have the said land embraced in the said deeds subjected to the payment of the said Complainant's Debt.

Your Petitioner will further represent unto your honor that they have filed in the clerk's of the county court of Lee County a memoranda stating the title of this petition, the object thereof, the court wherein pending, a description of the property and the names of the persons whose estates are to be affected thereby.

Your Petitioner will further represent unto your honor that the said deeds of the said Herndon to the said Parsons and Woodward was, at the June term of the said Circuit court

of Lee County, declared null and Void as to the creditors of the said Herndon/and as to them was vacated, set aside and annulled, and the land embraced in the said deeds aforesaid was decreed to be sold and the proceeds applied to the payment of the said creditor's debts.

The prayer therefore of your orator is that he be made a party to this suite that he be given a judgement against the said Herndon for the amount of the said bond with its interest less the said credit as aforesaid. , and that when the said land is sold that he be allowed to share in the proceeds of the said sale of the said land . And may all furthur and general relief be granted your orator that the nature of his cause and equity may require. And your petitioner will ever pray &c.

W. S. Hurst,

By

Pennington
Hills

\$250.00

On or before the first day of March 1892
I bind myself bound to pay to W.B. Hurst or order
the Sum of two hundred and fifty dollars
as the third and last payment on the Horton
land this day sold. This note is to bear interest from
Mch 1st 1890 Witness my hand & Seal Jan. 31 1890. :

W. C. Henderson, Seal

#120 ⁴⁰

Pay cash one hundred
twenty 40/100 for 24 1892

W. B. Hammond

Note 250.00

due March 1 1892

Int from mch. 90

Cr. B. O. Hammond
24

Crown M^c Cune Co
13. } Delivered to
W. S. Lusk
H. C. Lusk & Co

Quincy Bros

Filed July 28th 87
S. L. Lusk & Co

To the Honorable Wm. T. Miller, Judge of the Circuit Court
of Lee County:-

Humbly complaining, your petitioners, *R. P. Spence*
+ W. E. Spence

partners in trade doing business under the firm and style name
of Spence and Company, would respectfully represent unto your
Honor, that heretofore, to-witt, on the -----day of ----, 1893
at the special instance and request of W. C. Herndon, they sold
and delivered unto him a quantity of goods, consisting of drugs
&c., and amounting to the sum of \$~~26.33~~^{26.33}, which became due and
payable on the -----day of -----, 1893; that said sum is still *due*
your petitioners from said Herndon; that in a few days after they
sold said Herndon said goods, he fraudulently disposed of his ef-
fects in the manner hereinafter set out, and absconded the country,
and is now a non-resident of this State.

Your petitioners will further show unto your Honor that
the said Herndon before he left the State was engaged in the mer-
cantile business at Cynthia P. O. in Lee Conty, and ^{at} the time your pe-
titioners sold him said goods he was apparently doing a prosperous
and paying business there; that on the day he left the country
to-witt, on the 10th. day of November, 1893, he made and execut-
ed a paper wherein ^{he} acknowledged himself ^{indebted} to one Wm. Woodward in the
sum of \$675.00, and to secure the payment of the same he executed
a lien on a large portion of his real esstate, lying and being
in the Pochet and Craborchard country, ⁱⁿ Lee County, and your petiti-
tioners allege that said lien and debt are all fraudulent, and
were made for the purpose of hindering, delaying, and defrauda-
ing your petitioners in the collection of their said, debt.

Your petitioners will further show unto your Honor that at
the time they sold and delivered said goods to the said Herndon

he was then in the possession of a large quantity of land , consisting of several tracts which had been deeded to him by John B. Pennington, Larken Herndon, John C. Stapleton, T. P. Hughes and the heirs of Charls Pennington decd. and their vendees; that the records of the County Court of the said, County of Lee showed him to be the owner of the ~~same~~ and he was then in the possession of the same using and occupying it as his own, and your petitioners had no other thought but that it was his own , at the time they sold him said goods ; that in a few days after they sold him said goods, they were wonderfully surprised to hear that the said Herndon had on the 14th. day of March, 1893, made one David P. Parsons a deed to a large portion, - ^{in fact} the most valuable portion of the said lands- ; that your petitioners are advised and they allege that said deed of March, 14th., 1893, was made for the purpose of hindering, delaying and defrauding your petitioners in the collection of their said debt ; that said last named deed was made without a consideration deemed valuable in law, and that the same was not put upon record by the said Parsons until after your petitioners had sold said goods to, said Herndon, and that at the time they sold him said goods aforesaid they believed him to be the owner of the land he represented himself to be the owner of.

Your petitioners will further show unto your Honor that in a few days after they sold said Herndon said goods, he transferred ^{and at the depot} all the goods he then had in his store-house, a lot of hay, several cattle, in fact about all the personal property he had, a large amount of notes and bonds and accounts to his brother John P. Herndon, without a consideration, or at least a consideration any thing like the value of the property which he turned over to the said John p. herndon; and that this transaction was made for the

purpose of hindering delaying and defrauding ~~youxxx~~ his creditors, and especially your petitioners in the collection of their said debt.

Your petitioners will further represent unto your Honor that there are now pending in your Honor's court several suits against said Hermdons, said Parsons said Woodward and perhaps others for the purpose of having all of said conveyances, transactions, transfers and so on set aside and vacated, the said suits were at the March term (1894) of your Honor's court ordered to be brought on to be heard together. The prayer therefore of your petitioners is that they be allowed to file in said causes this petition and be allowed to be made a party to said suits; that full relief be granted them, that they be given a judgement against the said Wm. C. Herndon for the amount of their said debt and the costs of this petition, and that said fraudulent conveyances and transfers and transactions be annulled, vacated and set aside, and that enough of said Wm. C. Herndon's said effects be sold to pay your petitioners said debt and their costs. And that all other relief be granted to them as good conscience and equity will meet out.

Pennington Brothers for
said petitioners.

Spencer & Co.

vs Petitioner

Wm C. Herndon

Filed June 1st 1894

C. B. Mursey
Clerk

C 65^{cts}
C 128
190

To the Hon. William T. Miller, Judge of the Circuit Court of
Lee County, Virginia:-

Humbly complaining, your petitioners, M. L. Ross, *r S. B.*

and

partners in trade doing business under the style and firm name of
M. L. Ross and Company, would respectfully represent unto your

Honor that, heretofore, to-witt, on the -----day of -----,

1893, at the special instance and request of Wm. C. Herndon they

sold and delivered to him a quantity of goods, consisting of
sugar, coffee, &c., and amounting ~~to~~ the sum of \$ *115.02*

which became due and payable on the *31*---day of *Dec*, 189*3*;

that said sum is still due to your petitioners from ~~the~~ said

Herndon that in a few days after they sold said Herndon said goods

he fraudulently disposed of all his effects in the manner hereinaft-

er set out, and absconded the country, and is now a non-resident
of this State

Your Petitioners will further show unto your Honor that the
said Herndon before he left the State was engaged in the mercantile
business at Cynthia P. O. in Lee County and at the time your pe-
titioners sold him said goods he was apparently doing a prosper-
ous and paying business there; that on the day he left the country
to-witt on the 10th. day of November, 1893 he made and executed a
paper wherein he acknowledged himself indebted to one Wm. Wood-
ward in the sum of \$675.00, and to secure the payment of the same
he executed a lien on a large portion of his real estate lying
and being the Pocket and Crab Orchard country in Lee county,
which lien and debt are all a fraudulent transaction made for the
purpose of hindering, delaying and defrauding the creditors of
the said Herndon, and especially your petitioners.

Your petitioners will further show unto your Honor that
at the time they sold and delivered said goods to the said Herndon

he was then in the possession of a large quantity of land, consisting of several tracts, which had been deeded to him by John B. Pennington, his father, Larken Herndon, John C. Stapleton, T. P. Hughes and the heirs of Charls Pennington decd., and their vendees, that ^{he} records of the County Court of Lee County showed him to be the owner of the same and he was then in the possession of ~~the same~~ it using it and occupying it as his own and your petitioners had no other thought but what it was his own at the time they sold him said goods; that in a few days after they sold him said goods your petitioners were wonderfully surprised to hear that said Herndon had on the 14th. day of March, 1893 made one David P. Parsons a deed to a large portion, in fact to the most valuable portion, of said lands; that your petitioners are advised and they allege that said deed of March 14th., 1893 was made for a fraudulent purpose, to defraud your petitioners in the collection of their said debt, that said last named deed was made without a consideration deemed valuable in law and that the same was by said Parsons put on record untill ⁴ after they had sold said goods to said Herndon and that at the time they sold him the goods aforesaid they believed him to be the owner of the land he represented himself to be the owner of .

Your petitioners will further show unto your Honor that in a few days after they had sold said Herndon said goods, he transferred all the goods he then had in his store-house, a lot of hay, several cattle, - in fact about all the personal property he had and a large amount of notes and bonds and accounts to his brother John P. Herndon without a consideration, or at least a consideration any thing like the value of the property which he turned over to said John P. Herndon; and that this transaction was made for the purpose of hindering delaying and defrauding his creditors and especially your petitioners in the collection

of their said debt.

Your petitioners will further represent unto your Honor that there are now pending in your Honor's court several suits against the said Hermdons ; said Parsons, said Woodward and perhaps others for the purpose of having all of said conveyances, transactions and transfers and so on , set aside and vacated; the said suits were at the March term (1894) of your Honor's Court directed to be brought on to be heard together. The prayer therefore of your petitioners is that they be allowed to file in said consolidated causes this petition, that full relief be granted them, that they be given a judgement against said Wm. Herndon for the amount of their said debt, and the costs of this ~~suit~~ petition, that said fraudulent conveyances and transfers and transactions be annulled, vacated and set aside and that enough of the said Wm. C. Herndon's effects be sold to pay your petitioners said debt. And that all other relief be granted to them as good conscience and equity will meet out. And they will ever pray &c.

Pennington Brothers. for

Petitioners.

M. L. Russell

is } Petition

W. C. Herndon et al

Filed June 6th 1894

A. B. Munnay

Clerk

C 65^{cts}
C 125)
\$1.90

the undersigned

of the year 1894

To the Hon. Wm. Miller, Judge of the
Circuit Court for Le. Co.:

The petition of J. M. Hill in Lloyd &
partners in trade under the style and
firm of Lee Lloyd & Co respectfully repre-
sent unto your honor that on the 26th
day of December 1873 the obtained a judgment
before J. H. Burge a justice of the peace in
and for the said County of Le., ^{against W. C. Stevenson} for the sum
of \$18.18 with interest from 2nd day of December
1873 and \$5.00 costs, and that a fieri facias
was issued directed to M. R. Kirtz, D. S. to
levy upon and sell the goods of W. C. Stevenson -
who did so, but the said goods sold only
sufficed for a sum sufficient to pay the cost
and \$5.10 which said sum should go as
a credit upon the said judgment as of
Jan 9th 1874. <sup>A copy of the said judgment is
here filed & made part of this petition.</sup>

Your petitioner further alleges
that there are now pending in your
honorable court several Chancery causes
brought by Cowan McElmy & Co - and
others against the said W. C. Stevenson and
others, all of which said suits have
been ordered to be heard together, and
the object of which are to have a cer-
tain deed made by W. C. Stevenson & wife to
David P. Parman on March 14, 1873, set
aside, rescinded, and annulled for
the reasons appearing in the said bill
of complaint of the said Cowan,
McElmy & Co. and for the further object
of having a deed of trust executed by the

said W.C. Skindon to one William
Woodward set aside, voided, and annulled
for the reasons appearing in the said
bill of complaint of the said Devere.
McCaughey & Co.

Your petitioner allege that the said
deed of March 14, to D.P. Parson is void
because voluntary and made for the
purpose of hindering, delaying, the cred-
itors of the said W.C. Skindon and
especially that of your petitioner; that
the deed of trust made to secure the
Hoodman's a debt of \$6,750-00 on the
10th day of Nov. 1893. by the said Skindon
was voluntary and made for the purpose
of hindering, delaying and defrauding
the creditors of the said W.C. Skindon
and especially that of your petitioner.

The prayer therefore of your petitioners
is that they be made parties to the said
suit and be allowed to show therein
that they be allowed to show in the
proceeds of the sale of the said land
if the said deed should be annulled,
and that their claim be satisfied out
of the proceeds of the same. And may
all other justice and general relief
be granted your petitioners that the
nature of the thing in cause and equity
may require. And your petitioners
will ever pray &c.

Wm Lloyd & Co

Per
J. J. Cunningham Bros,
J. J.

Dawan M^{rs} Muny & Co
vs. } Plaintiff of
Hisco Lloyd & Co.

W. C. Shumard & Co

Filed June 6th 1894

A. B. Munsey
Clerk

C 65^{cts}

To the Hon. W. F. Miller, Judge of the Circuit Court of Lee County, Virginia:

The petition of the Louisville Tin and Stove Company, a corporation organized and existing under and by virtue of the laws of the State of Kentucky, respectfully represents that W. C. Herndon is justly indebted to it by account for goods wares and merchandise sold and delivered by it to the said W. C. Herndon at his special instance and request, in the sum of fifty-seven dollars and twenty-six cents, with interest thereon from the January the 8th 1894: that said sum of money is long past due and unpaid to your petitioner. *A copy of account of which is herewith filed under A.*

Your petitioner further represents that at the first January Rules 1894 a suit in chancery was instituted in the said Circuit Court for Lee County Virginia by James D. Cowan, C. J. McClung, Matthew McClung, R. M. Phea and Jacob L. Thomas, partners in trade under the style and firm of Cowan McClung & Co., against W. C. Herndon, John P. Herndon, Wm. Woodward, Larkin Herndon, David P. Parsons and John C. Stapleton, the object of which suit among other things, as will appear from the complainant's bill, is to have the deed, executed by W. C. Herndon and wife to David P. Parsons, dated on the 14th day of March 1893, to a certain tract of land, situated in Lee County, Virginia, and containing six hundred acres more or less, vacated, set aside and held for naught, and the land therein subjected to the payment of the Complainant's debt of \$455.41 and costs of suit, and also to vacate and annul the deed of trust or mortgage executed by the said W. C. Herndon to William Woodward on the 10th day of November 1893, and to subject the land therein embraced for the same purpose. Said deeds, as charged in said bill, having been made for the purpose of hindering delaying and defrauding his creditors in the collection of their debts.

Your petitioner further represents that it has filed in the Clerk's Office of the Lee County Court, a memorandum, stating the title of this petition, the object thereof, the Court where

in pending, a description of the Property, and the name of the person whose estate is to be effected thereby, and ~~that~~ the ~~deb~~ debt for which the land is to be subjected

The prayer therefore of your petitioner is that it may be made a party to said suit, and that it may share in the proceeds of the sale of said lands for the payment of their said debt, if said deeds should be vacated and set aside and decreed to be subject to the payment of the debts of W.C. Herndon, and that it be decreed to have priority over all other creditors not filing an proper memorandum as provided by the statute, and that said lands are now under the control of the said Court, and that it may have such remedy and relief as is consistent with equity, and ~~then~~ ^{Case} requires.

May it please &c.

*Louisville Lumber & Stone Com
pany.
By B. H. Keene, atty.*

Cannon McCune &
vs Petitioner

McC Herndon et al

Filed June the 2nd 1894
A B Munsey
Clerk

cto

C 65
C 128

190

To the Honorable Wm. J. Miller
Judge of the Circuit-Court
for Lee County Virginia:

The petitioners of Saml. J.
Grauman and Jas. A. Shuttworth
partners in trade under the
style and firm of Grauman
& Shuttworth, respectfully
represents that W. C. Herndon
is justly indebted to
them by account, for goods
wares and merchandise
sold, ^{and delivered to} by them to said W. C. Herndon,
at his special instance and request
in the sum of \$192 ²⁵/₁₀₀ with interest
thereon from the 6th day of
December 1893, that said sum
of money is long past due
and unpaid to your petitioners.
^{A copy of which is herewith filed marked A as further proof}
Your petitioners further repre-
sent that at the 1st January Rules
1894, a suit in chancery was in-
stituted in the ^{said} Circuit-Court
for Lee County Virginia, by James D.
Cowan, C. J. McClung, Matthew Mc-
Clung, R. M. Rhea and Jacob L.
Thomas, partners in trade under
the style and firm of Cowan
McClung & Co, against W. C. Herndon

John P. Herndon, William Woodward,
Larkin Herndon, David P. Parsons,
and John C. Stapleton, the object
of which suit, ^{among other things,} as will appear
from the Complainant's bill,
is to have the deed executed by W.C.
Herndon & wife to David P. Parsons
dated on the 14th day of March 1893,
to a certain tract of land ^{containing 600 acres more or less} situated
in Lee County Virginia, vacated
set aside and held for sale
and the land therein subjected
to the payment of the Complainant's
debt of \$455 ⁴¹/₁₀₀ & cost of suit,
and also to vacate and annul the
deed of trust or mortgage executed
by the said W.C. Herndon to William
Woodward on the 10th day of November
1893, and to subject the land
therein embraced for the same
purpose. Said deeds, as charged
in said bill, having been made
for the purpose of intending
delaying and defrauding
his creditors in their collection
of their debts.

Your petitioners further represent
that they have filed in the Clerk's

office for the Lee County Court,
a memorandum, stating the title of
this petition, the object thereof, the
Court wherein pending, a description
of the property and the name of the
person whose estate is to be affected
thereby, and that the debt for
which the land is to be subjected.

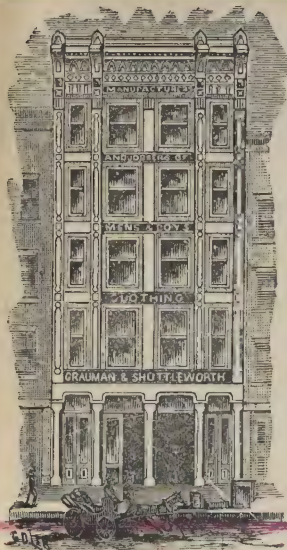
The prayer thereupon of your
petitioners is that they may be
made parties to said suit,
and that they may share
in the proceeds of the sale
of said lands for the payment
of their said debt; if said
debt should be vacated
and set aside, and decreed to
be subject to the payment
of the debts of W. L. Herndon,
and that they be decreed
to have priority over all other
creditors not filing a
proper memorandum as
provided by the statute, and
that said lands are now
under the control of the said
Court, and that they may
have such remedy and relief
as is consistent with equity.

Cowan McElly ^{white}
vs { Petitioner.
W.C. Henderson et al.

Filed June 2nd 1894
J. V. H. Richmond
D.C.

C 65^{cts}
C 125
\$1.90

and the ^{Court} ~~respects~~ ^{respects}
May it please the
Honorable Justices
of the Supreme Court



SAM'L J. GRAUMAN.

NOT RESPONSIBLE FOR GOODS MISSING IF SHIPPED IN TRUNKS.

JAS. A. SHUTTLEWORTH.

ALL CLAIMS MUST BE MADE WITHIN TEN DAYS
AFTER RECEIPT OF GOODS.

Louisville, Ky. Nov. 6th 1893

M. W. Henderson

Ans. per b. th

Cynthiana Va

BOUGHT OF

Grauman & Shuttleworth,

MANUFACTURERS AND JOBBERS OF

MEN'S AND BOYS' CLOTHING,

TERMS 6/10 5/30

607 WEST MAIN STREET.

922
9571
7009
278618

6 Suits

375 2250

2750
5887
4742

6 do

312 1875

17008

4 do

175 700

1030

2050
6685

4 do

112 450

3831

3426

3449

54

6810

6 do

450 27

1517

5997

6305

3 do

525 1575

3841

3 do

550 1650

3311/3498

6 do

800 48

24471

3 do

1050 3150

Casimir

7519225

"A"

To the Honorable W. J. Miller, Judge of the
Circuit Court for Lee County Virginia.

The petitioners of George Preusser
and Henry Wellmours petitioners
in trade under the style and
firm of Preusser & Wellmours,
respectfully represent that W. C.
Henderson ^{claiming himself as the name of W. C. Henderson} is justly indebted
to them by account for goods wares
and merchandise sold and delivered
by them to the said W. C. Henderson ^{as aforesaid}
at his special instance and req-
uest, in the sum of seventy eight dol-
lars and thirty eight cents, with
interest thereon from the 1st
day of January 1894, that said
sum of money is long past due
and unpaid to your petitioners,
A copy of account of which is
herewith filed marked A.

Your petitioners further repre-
sent that at the first January
Rules 1894 a suit in Chancery
was instituted in the said Circuit
Court for Lee County Virginia,
by James Stowers, C. J. McClung,
Matthew McClung, R. M. Rhea and
Jacob L. Thomas, petitioners
in trade under the style and

firm of Cavanaugh McClung & Co.,
against W.C. Henderson, John P.
Henderson, Wm. Woodward, Sorklin
Henderson, David P. Parsons
and John C. Stapleton,
the object of which suit,
among other things, as will appear
from the complainant's bill,
is to have the deed, executed
by W.C. Henderson and wife
to David P. Parsons, dated on the
14th day of March 1893, to a
certain tract of land, situated
in Lee County Virginia and
containing six hundred acres
more or less, vacated, set aside
and held for naught, and
the land therein subjected to
the payment of the complain-
ant's debt of \$450⁰⁰ and cost
of suit, and also to vacate
and annul the deed of trust
or mortgage executed by the
said W.C. Henderson to William
Woodward on the 10th day of
November 1893, and subject
the land therein embraced
for the same purpose.

Said deeds, as charged in said bill, having been made for the purpose of hindering delaying and defrauding his creditors in the satisfaction of their debts.

Your petitioners further represent that they have filed in the Clerk's Office of the ~~See~~ ~~County~~ Court a memorandum, stating the title of this petition, the object thereof, the amount ~~value~~ ~~in~~ pending, a description of the property, and the name of the person whose estate is to be affected thereby, and the debt for which the same is to be subjected.

The prayer therefore of your petitioners is that they may be made parties to said bill and that they may share in the proceeds of the sale of said lands for the payment of their said debt; if said deeds should be vacated and set aside and decrees to be subjected to the payment of the debts of

W.C. Herndon, and that they
be decreed to have priority
over all other creditors not
filing a proper memorandum
as provided by statute, and that
they may have such remedy
and relief as is consistent with
equity and the case requires,
May it please etc.

Greuser & Minnowas,
by S. H. Howell atty.

Leanne Willing Co.
vs
Petition.

W.C. Herndon et al.

Filed in open Court
& by leave thereof June
the 7th 1894

A. B. Munsey
Clerk

C 65-
C 725
\$190

STATEMENT.



Louisville, Ky. April 14 1894

of W. C. Heermans & Co

Cynthia Lee Co
Va

To PREUSER & WELLENVOSS, Dr.

Wholesale Dealers in

HATS, CAPS AND STRAW GOODS,

608 & 610 WEST MAIN STREET.

Mr Wm Wmuse

\$7838

Above we hand you Statement of Account. If correct, please remit. Under
submitted for by will assume that you wish us to

411

To the Honorable W.T. Miller, Judge of the Circuit Court
for Lee County, Virginia:

The petition of R.S. Hazen and J.O. Lotspeich, partners in
trade under the style and firm of Hazen & Lotspeich, respect-
fully represents, that W.C. Herndon is justly indebted to them
by account, for goods wares and merchandise, sold and delivered
by them to the said W.C. Herndon at his special instance and re-
quest, in the sum of thirty-one dollars and eighty-five cents,
with interest thereon from the 1st day of December 1893; that
said sum of money is long past due and unpaid to your petition-
ers. *A copy of account of which is herewith
filed marked A as part hereof,*

Your petitioner further represents that at the first Janua-
ry Rules 1894 a suit in chancery was instituted in the said
Circuit Court for Lee County, Virginia by James D. Cowan, C.J.
McClung, Matthew McClung, R.M. Rhea and Jacob L. Thomas, part-
ners in trade under the style and firm of Cowan, McClung & Co.
against W.C. Herndon, John P. Herndon, William Woodward, Larkin
Herndon, David P. Parsons and John C. Stapleton, the object of
which suit, among other things, as will appear from the Complai-
ant's bill, is to have the deed, executed by W.C. Herndon and
wife to David P. Parsons, dated on the 14th day of March 1893, to
a certain tract of land, situated in Lee County, Virginia, and
containing six hundred acres more or less, vacated set aside
and held for naught, and the land therein subjected to the pay-
ment of the complainant's debt of \$455.41 and costs of suit, and
also to vacate and annul the deed of trust or mortgage executed
by the said W.C. Herndon to William Woodward on the 10th day of
November 1893, and to subject therein embraced for the same
purpose, said deeds, as charged in said bill, having been made
for the purpose of hindering delaying and defrauding his credi-
tors in the collection of their debts.

Your petitioners further represent that they have filed in
the Clerk's Office of the Lee County Court, a memorandum, stat-
ing the title of this petition, the object thereon, the Court
therein granting a description of the property, and the name of
the person whose estate is to be affected thereby.

wherein pending, a description of the property and the name of the person whose estate is to be effected thereby, and that the debt for which the land is to be subjected

The prayer therefore of your petitioner is that they may be made parties to said suit, and that they may share in the proceeds of the sale of said lands for the payment of their said debt if said deeds should be vacated and set aside and decreed to be subject to the payment of the debts of the said W.C. Hern- don, and that they be decreed to have priority over all other creditors not filing a proper memorandum as provided by the statute, and that said lands are now under the control of the said Court, and that they may have such remedy and relief as is consistent with equity and the case requires.

May it please &c.

*Hogan & Lotzpeich,
By R. H. Hurvell, atty.*

Lawson M'Chung Co.,
vs ^E Petitioner

M. C. Henderson et al.

Filed June the 2nd 1894
C. A. B. Munsey
Clerk

C 68^{cts}
Coc 128-
\$1.90

R. S. HAZEN
J. O. LOTSPEICH

STATEMENT.

Knoxville, Tenn.

Nov 20th 1893

M. K. Henderson

Lynchburg Va

To HAZEN & LOTSPEICH, Dr.

WHOLESALE GROCERS.

FOLIO 806 TERMS.

INTEREST CHARGED AFTER 30 DAYS

Nov 1

To Balance,
To Bill Rendered,
Holding for -

31.35

50.
\$ 31 85

Dear Sir: We hand you Statement of your account with us: please advise us if not correct. It is customary with us to make out and render a Statement of every account on our books the last day of each month, so that if an error should occur, it may be corrected before it gets old.
Items checked with red ink are past due.

HAZEN & LOTSPEICH.

State of Tennessee, County of Anderson

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn M. H. Pettway to me well known, and made oath in due form of law, that the within account against W. L. Herndon amounting to Thirty one and 85/100 Dollars, is justly due W. L. Herndon of which firm he is Bankrupt after the allowance of all credits of which the said W. L. Herndon is entitled as he very believes.

[SEAL.]

M. H. Pettway
 Subscribed and sworn before me this 21st day
 of November 1893

W. L. Carter
 Notary Public.

"A"

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate answer and demurrer of Larkin Herndon to a bill in chancery exhibited against him and others in this honorable court by James D. Cowan, C.J. McClung, Matthew McClung, R.M. Rhea and Jacob L. Thomas, partners in trade under the style and firm name of Cowan McClung & Co

Respondent says that Complainant's bill is not sufficient in law to call upon him to answer it in this honorable court, but ^{that} there is good cause of demurrer thereto, and he therefore demurs thereto, and prays judgement of his said demurrer &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That he knows nothing whatever of the sale of goods by the complainants to the said W.C. Herndon, and therefore neither admits nor denies the justness of the account filed by the complainants with their bill. Respondent supposes it to be true that at the time said complainants sold said goods to the said W.C. Herndon (if they sold him any) ~~xxx~~ that the records of the County Court Clerk's office of Lee County showed him to be the owner of a quantity of land lying in said County and in the Pocket and Crab Orchard country, though of this he has no personal knowledge and makes no admissions or denials in reference thereto. Neither does respondent know what representations the said W.C. Herndon made to the said complainants as to his ownership of land in said County if he made any. It is true that respondent some few years ago together with John B. Pennington conveyed to the said W.C. Herndon a boundary of land in the Crab Orchard country, number of acres not remembered, and he supposes the same is correctly described in the deed on the records but he doubts whether the copy filed with complainants bill ^{properly describes said land} because the same is not properly certified, but as to what disposition said W.C. Herndon has made of said tract of land (if he has made any) respondent is not advised.

Respondent denies that a portion, if not all the goods sold by complainants to the said W.C. Herndon together with 40 or 50 head of cattle farming implements, a large lot of hay &c., a wagon and team, the goods in his storehouse at the time, and other goods and merchandise purchased

~~that~~

about the same time from other wholesale merchants, were on or about the 10th day of November 1893 turned over and transferred to your respondent and his son John P. Herndon or at any other time. He denies that he is now or that he has at any time been in the possession of said goods and other property, or any part thereof, and that he is selling or that he has sold or disposed of any of the same. It is true however, as respondent is informed and believes, that said W.C. Herndon on the 11th day of November 1893, sold and delivered to respondent's co-defendant, John P. Herndon, the goods wares and merchandise then in his store house, ~~xxx~~ such goods wares and merchandise as had been shipped to him and were ~~xx~~ then in the depot at Pennington, together with about 48 head of cattle, an old wagon, moving machine, a mare and a mule, and perhaps some other personal property, and that the said John P. Herndon is now and has been since said 11th day of November 1893 in the possession of said goods and property selling and disposing of the same.

Respondent will now show your honor that the said W.C. Herndon was on the 11th day of November 1893 indebted to him in the sum of \$2200.90 including principal and interest as appears by a calculation and statement herewith filed as part hereof marked "Calculation" which said indebtedness is evidenced by five notes or bonds the first of which was executed on the 10th day of July 1891 for the sum of \$200.00 due one day after the date thereof to which Cynthia Herndon wife of W.C. Herndon was security; the second of said bonds was executed on the 1st day of January 1892 for \$788.80 due one day after the date thereof, to which the said Cynthia Herndon was also security, the third of said notes was executed on the 9th day of May 1891 for the sum of \$300.00 and due one day after the date thereof, the fourth of said bonds was executed on the 7th day of June 1892 for the sum of \$200.00 due one day after the date thereof and subject to the following credits, \$8.18 as of April 20th 1893, and \$8.00 September 2nd 1893, the fifth and last of said notes was executed on the 10th day of August 1893 for the sum of \$575.00 due twelve months after date. The consideration of these notes was principally money loaned by respondent to his son ^{W. C. Herndon} at various times since he commenced business, for which notes were taken at the time and frequently renewed including the interest which had accumulated thereon,

the residue was for stock sold by respondent to his son on two or three occasions for which notes were taken and renewed perhaps more than once. Every cent of this indebtedness was justly and honestly due to respondent at the date aforesaid, to wit, on the 11th day of November 1893.

Respondent is an old man not able to actively engage in any business or occupation, was compelled to break up house-keeping about October 1889, since which time he and his wife have been living with and upon the bounty of their son John P. Herndon. Some time after the 1st of November 1893 respondent was informed by his son W.C. Herndon that he was indebted to his brother John P. Herndon in the sum of \$500.00 and he then proposed to sell his stock of goods then in his store house and the goods which he had recently purchased and which had been shipped to him at Pennington, and a lot of personal property consisting of hay, cattle &c., to pay off and discharge said indebtedness and to indemnify them for certain sums for which they were the security of the said W.C. Herndon. Respondent informed his son that he was too old and infirm to make said purchase or to encumber himself with either said property or goods, and insisted that the said W.C. Herndon go on with his business, but he the said W.C. Herndon persisted in his determination to sell and finally respondent reluctantly consented for his son John P. Herndon to buy said goods and other property, and agreed to assign to the said John P. Herndon the several notes aforesaid for that purpose. No part of said indebtedness has yet been paid to respondent, but the same and every part thereof is still due to him, but he delivered said notes as he agreed to do with his name written across the backs thereof which was intended as an assignment to the said John P. Herndon, who surrendered them, as respondent is informed to the said W.C. Herndon, when the said W.C. Herndon delivered to him said goods wares merchandise and other personal property. As above stated your respondent and the said John P. Herndon were security for the said W.C. Herndon for about \$575.00, \$250.00 was for money which the said W.C. Herndon borrowed from one John Holmes, and \$325.00 thereof was a note executed to J.J. Stapleton and respondent payable at the Pennington Gap Bank, endorsed by the said Stapleton and respondent and discounted by the said W.C. Herndon for whose accommodation it was made, at said Bank, which said note has since

been lifted, the said John P. Herndon furnishing for that purpose \$250.00 and your respondent furnishing the residue. A copy of said note and of the other notes herein before mentioned are filed with the answer of John P. Herndon to this bill, to which reference is here made.

In answer to the special interrogatories propounded to him by the Complainants, respondent says it is almost or quite impossible for him to state and show where, when and from whom he received every dollar or other thing which he let his son have whereby his said son W.C. Herndon became indebted to him in the sum of \$2200.⁸⁰ aforesaid, but respondent ~~avows~~ that the true amount of said indebtedness of the said W.C. Herndon to him is as above set out. Respondent will here show your honor that as before stated he broke up house-keeping about October 1889. At that time he had loaned to good and solvent men from \$700.00 to \$1000.00, he then had on hands a considerable quantity of stock, hay &c., which he sold principally to the contractors, builders and workmen on the L. & N. R.R. which was then in course of construction, said sales amounting to \$500.00 to \$600.00, and at the same time he sold his farm to C.T. Duncan for the Louisville and Nashville Railroad Company for the sum of \$2100.00 which was paid to him on the 28th day of December 1893 in cash, making a total amount of money belonging to your respondent on the 1st day of January 1890, of from \$3380.00 to \$3600.00. Of this sum respondent loaned to M.D. Richmond the sum of \$2000.00 on January 10th 1890. Afterwards, to wit, on May the 9th, 1891 the Administrators of Mr. Richmond paid to respondent \$300.00 and on the same day he loaned it to his son W.C. Herndon; on the 10th day of July 1891, said administrators paid to respondent \$200.00 and on the same day he loaned this sum to his said son W.C. Herndon: on June the 7th 1892 said administrators paid to respondent \$200.00 and on the same day he loaned said sum to his said son W.C. Herndon: on January the 9th 1891, said administrators paid to respondent \$500.00, but respondent does not now remember certainly whether his said son got any part of that \$500.00 or not but he thinks it likely that he did. Respondent had ^{money} loaned to D.L. Jessee, A.K. Debusk, William L. Stout and others. These parties are all good and when they kept the money as long as they wanted it, would return it with its interest, and respondent would loan it again. It was respondents habit to loan

his money for a year at a time and at the end of the year either to collect the interest, or money and interest, or take a new note including the interest that had accumulated, thus compounding the interest and making it principal. This course he pursued with his son except as to the three amounts got from the administrators of M.D. Richmond which ~~were~~ were never renewed. The \$788.80 note includes two or three other small ~~notes~~ and the price of some stock as respondent now remembers, and the \$575.00 note is partly for stock and for money got at two or three times during the latter part of the year 1892 and the early part of the year 1893 for which ^{were not} ~~notes~~ given just at the time the money was got, a part of this money respondent got from A.K. DeBusk, and another part as respondent remembers from William L. Stout. Respondent can not more accurately state from whom he got the money loaned to his son than he has here stated, but he here repeats again that every cent called for by said notes was due and owing to him from his son W.C. Herndon on the 11th day of November 1893, and the same is still due to him from the said John P. Herndon if the trade between him and the said W.C. Herndon stands. But should said sale be set aside then said sum is due to him ~~on his assisance~~ from the said W.C. Herndon. And if said sale be set aside then respondent prays that this his answer may be treated as a petition or cross bill for the recovery by him out of the effects of ~~the~~ the said W.C. Herndon sought to be subjected to the payment of the complainant's debt and mentioned by them in their bill, and that said effects be first subjected to the payment of respondent's debts hereinbefore referred to.

Respondent denies most emphatically any collusion with the said W.C. Herndon in any way to hinder delay or defraud his creditors in the collection of their debts; he denies any fraud or any knowledge of any fraud by others; he knows nothing of the alleged sale of land by W.C. Herndon to the said David Parsons, nor does he know anything about the lien claimed by William Woodward upon the other lands mentioned in complainants bill.

Respondent had no knowledge of any other indebtedness by the said W.C. Herndon except that to himself, that to John P. Herndon, John Holmes and the Pennington Gap Bank until the institution or about the time of

the institution of the several suits now pending in your honor's court against W.C. Herndon, himself and others. And now having answered complainants bill as fully as he is advised it is material to answer the same prays to be hence dismissed with his reasonable costs &c.,

Duncan & Hyatt p.d.

Virginia Lee County to wit:

This day Larkin Herndon personally appeared before me, A.B. Munsey, Clerk of the circuit court of Lee County, Va. and made oath that the foregoing answer so far as his own knowledge goes is true, and so far as made upon the information of others he believes it to be true. A.B. Munsey clerk

W.C. Herndon et al.

Separate Answer and
Adm. Demurrer of Larkin
Herndon, one of de-
fendants.

Cowan, McClung & Co.

Duncan & Hyatt, p.d.

*Filed in open court
March the 8th 1894
A.B. Munsey ck*

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia.

The separate answer and demurrer of John P. Herndon to a bill in chancery exhibited against him and others in this honorable court by James D. Cowan, C. J. McClung, Matthew McClune, R. M. Rhea, and Jacob L. Thomas, partners in a trade under the style and firm-name of Cowan, McClune & Co.

Respondent says that complainants bill is not sufficient in law to call upon him to answer it in this honorable Court and he demurs thereto, and prays judgement of his said demurrer, And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That, he supposes it is true, that at his special instance and request, on October, 28th 1893, and on November 8th 1893, complainant's sold and delivered to the said W.C. Herndon, who was then in the mercantile business in Lee County, Virginia, in the Crab Orchard Country, a quantity of wares and merchandise; that the statement filed with complainants bill is a true statement of the amount of said goods; that said goods amounted in the aggregate to the sum of \$455.41. that the same will become due and payable on the dates mentioned in complainants bill. and that at his direction said goods were shipped to the said W.C. Herndon at Pennington Gap, Va.; though of these several allegations respondent has no personal knowledge further than he has seen a bill of goods in the name of said complainants, but whether it is for the same amount, or of the same date of the itemized statement filed by complainants with their bill, he does not know, therefore respondent neither admits nor denies the justness or the amount of said account.

Your respondent supposes it is true that at the time complainants sold said goods to said W.C. Herndon, the records of the County Court of Lee County showed him to be the owner of a large boundary of land lying in the County of Lee and State of Virginia, but he has no personal knowledge of what the records showed nor does he know what representations the said W.C. Herndon made to complainants concerning his ownership of said lands, and therefore is unable to answer the allegations in reference thereto.

Respectfully submitted
J. P. Herndon

Respondent says that it is not true that a large portion if not all the goods sold and delivered to said W.C. Herndon, together with 40 or 50 head of cattle, farming implements, a large lot of hay &c, a wagon and team, the goods in his storehouse at the time, and other goods and merchandise purchased from other whole-sale merchants about the same time, were on or about the 10th day of November 1893 turned over and transferred to your respondent and his father Larkin Herndon by the said W.C. Herndon. It is true, however, that the said W.C. Herndon, on the 11th day of November 1893, sold and delivered to your respondent ~~his~~ his stock of goods, wares, and merchandise then in his storehouse, together with the goods that were in the depot at Pennington Gap shipped and in his name, 48 head of cattle, a lot of hay, a mowing machine, an old wagon, an old mare, a mule, a lot of cull lumber, and a lot of small accounts shown by the said W.C. Herndon's books to be due him. Respondent is still in the possession of said goods and other property and has been in the possession of them since the 11th day of November 1893, but with the said goods and other property the said Larkin Herndon has nothing to do whatever, and is interested in them no further than the natural interest that a father would have for the success of a son. Your respondent denies that said transfer of goods, cattle, hay, farm implements, wagon and team &c. was without a valuable consideration, deemed valuable in law, or without a consideration any thing like the value thereof. On the other hand your respondent alleges that said purchase of said goods and said transfer of said goods and other property to him by the said W.C. Herndon was made upon the following consideration and no other:-- The said W.C. Herndon was indebted to your respondent in the sum of \$500.00 which was evidenced by a note executed on the 29th day of August 1893 and due one day after the date thereof. He was indebted to the said Larkin Herndon in the sum of \$200.00 evidenced by a note executed on the 10th day of July 1891 and due one day after the date thereof, with his wife Cynthia Herndon as security, and in the sum of \$300.00 evidenced by a note executed on the 9th day of May 1891 and due one day after the date thereof, and in the further sum of \$788-80 evidenced by a note executed on the 1st day of January 1892 and due one day after the date thereof, with Cynthia Herndon wife of W.C. Her-

don as security, and in the further sum of \$200.00 evidenced by a note executed on the 7th day of June 1892 and due one day after the date thereof to which the said Cynthia Herndon was also security, this last mentioned note subject to the following credits \$818 paid April 20th 1893 and \$8.00 paid September 2nd 1893, and in the further sum of \$575.00 evidenced by a note executed on the 10th day of August 1893 and due twelve months after the date thereof: copies of all said notes are filed herewith marked "Copy of Notes", and the originals are in the possession of respondent's attorneys, and will be filed when called for: the said W.C. Herndon was indebted to and is indebted to one John Holmes in the sum of \$250.00, for which indebtedness the said Holmes holds the note of the said W.C. Herndon with your respondent and his father Larkin Herndon as security: the said W.C. Herndon on the 14th day of October 1893 made his note in writing, commonly called a negotiable note, by which he bound himself to pay sixty days after the date thereof, to the order of John J. Stapleton and Larkin Herndon \$325.00 at the Pennington Gap Bank, Pennington Gap Va., which note was endorsed by the said John J. Stapleton and Larkin Herndon, and was sold and negotiated by the said W.C. Herndon to the said Pennington Gap Bank: By the terms of said contract your respondent was to surrender and deliver to the said W.C. Herndon the note executed by him to respondent, all the notes or claims which the said Larkin Herndon held against him, and to pay off the indebtedness for which your respondent and the said Larkin Herndon or either of them was bound for him as security. In obedience to this agreement your respondent at the time delivered to the said W.C. Herndon said \$500.00 note executed to himself which with its interest amounted to \$506.00 and at the same time he turned over to the said W.C. Herndon the five notes held against him by the said Larkin Herndon amounting principal and interest to the sum of \$2200.90 and since that time, to wit, on the 15th day of December 1893, your respondent and his father paid and lifted said \$325.00 note held by the Pennington Gap Bank aforesaid, a copy of said note, the original of which is in the hands of respondents Attorneys, is herewith filed as part hereof marked "Copy of notes", the note for \$250.00 to John Holmes is still outstanding with interest thereon from about the 15th day of August 1893. It will thus be seen

that at the time of the sale and transfer of said goods to your respondent, the said W.C. Herndon owed to your respondent and his father principal and interest ^{\$2706.90} ~~\$2200.00~~, and they were bound for him as security for about the sum of \$578.75 making a total of \$3285.65. The sale of said goods and other property was made in bulk, no invoice of goods was then made, but their value as well as the value of the property sold and ~~xxx~~ transferred to respondent was carefully estimated, and the intention was to sell and transfer to respondent enough to pay and indemnify him for said indebtedness and to reasonably compensate him for his time, trouble and expense in converting them into money. Respondent most emphatically denies that this transaction was made and entered into by him for the purpose of hindering, delaying and defrauding the complainants or any other person in the collection of their debts, and if the said W.C. Herndon had any ^{small} intention he kept it entirely concealed from your respondent. So far from respondent aiding or attempting to aid the said W.C. Herndon to hinder, delay or defraud his creditors, respondent had no knowledge of any indebtedness of the said W.C. Herndon except the debt to himself, those to Larkin Herndon, John Holmes and the Pennington Gap Bank. In fact the said W.C. Herndon, at the time of said sale and transfer of said goods and property, represented to respondent that he did not owe anything on said goods. Respondent did not want to purchase said goods and other property, he had no taste for the mercantile business and did not want to go into it, and his only reason for so doing was to secure the payment of the debts due to himself and his father, and to secure some indemnity for the sums for which they were the securities of the said W.C. Herndon.

Respondent will now show your honor that on the 19th day of December 1893, which was as soon as he could have the same done after the institution of these suits, he had all the goods then on hands carefully invoiced by H. Barton and P.B. Cecil, two men experienced in the mercantile business. Said invoice was carefully and respondent believes honestly, truthfully and correctly made, and amounted to the sum of \$2700.00. Between the time of the sale to respondent and the date of said invoice he had sold goods amounting to the sum of \$215.95 which added to said invoice makes the aggregate of said goods amount to \$2915.95. Said invoice with the \$215.95 added is herewith filed as

part hereof marked "Invoice of Goods". At the same time Respondent ~~had~~ had the cattle and other property yet remaining on hands which he purchased from the said W.C. Herndon, appraised by M.C. Parsons and J.E. Hobbs, two farmers and stock dealers whom he has always heard called as good judges of stock as there are in Lee County. Respondent purchased from the said W.C. Herndon 48 head of cattle embracing calves, yearlings, oxen, and milch cows. Before said appraisements he sold two of the milch cows for \$40.00, the remaining 46 head of cattle were valued at \$358.40, the hay remaining on hands was valued at \$52.00, the mowing machine which was old and badly worn was valued at \$10.00, the old wagen was valued at \$11.00, the old mare, part of the team, was valued at \$30.00, the lumber, a lot of culls, was valued at \$10.00. ~~This~~ This valuation or appraisements is herewith filed as part hereof marked "Appraisalment of Cattle &c.". Before said valuation your respondent had sold a mile which was the other part of the team for \$75.00 making an aggregate received by respondent from the said W.C. Herndon exclusive of what hay he had fed to the cattle between the 11th of November and the 19th day of December and exclusive of the notes and accounts turned over to him, to the sum of \$3502.35. The said W.C. Herndon also transferred and assigned to him a lot of small notes and accounts amounting to the sum of \$312.41, a list of which is herewith filed marked "List of notes and accounts". As to the solvency of these notes and accounts respondents is very doubtful. He has seen several of the parties and demanded payment of the sums shown to be due by them, each one of whom has either denied the account out-right or claimed an offset against the same, and in addition thereto respondent has been informed that garnishments have been served on several of the parties by alleged creditors of said W.C. Herndon. Respondent does not believe that he will ever be able to realize ~~or~~ or collect one half the amount of said notes and accounts.

Respondent does not know the present whereabouts of the said W.C. Herndon and is unable to say whether he is a resident of the State of Virginia or not. Shortly after respondent purchased said goods and stock the said W.C. Herndon left the neighborhood and respondent has not seen him or heard of him since.

Respondent is informed and supposes it is true that on the 10th day of November 1893, David P. Parsons lodged with the Clerk of the County Court of Lee County a deed from the said W.C. Herndon and wife by which they conveyed to him a boundary of land in the Crab Orchard in consideration of the sum of \$5000.00. Respondent knows nothing about this transaction nor the consideration moving thereto; he has no interest whatever in it, does not know whether it was a bone fide or fraudulent, neither does he know whether the complainants had notice of said sale or not before they sold the goods mentioned in their bill, therefore respondent does not know whether said conveyance is void as to ~~said~~ said complainants or not.

Respondent is likewise ignorant as to the lien claimed by the said Wm. Woodward for \$675.00, and therefore can not answer whether said lien is genuine or fraudulent.

Respondent denies that the transaction between him and the said W. C. Herndon is void, but on the other hand he asserts that it is valid bone fide and binding as to everybody.

Respondent knows nothing of the land trade between the said W.C. Herndon and John C. Stapleton, and is therefore unable to answer whether or not the lien reserved in the deed from said Stapleton to said Herndon, has been satisfied.

Respondent says that he supposes he had fed to the cattle and horses purchased by him from the said W.C. Herndon about one half of the ~~hay~~ hay purchased by him from the said W.C. Herndon before he had said hay valued, and he had also fed out from ten to twenty bushels of corn turned over to him by the said W.C. Herndon.

Respondent now answering specifically the interrogatories propounded to him as to the amounts of indebtedness of said W.C. Herndon to him answering, says, that the said W.C. Herndon owed him the sum of \$500.00 with interest thereon from the 30th day of August 1893; that of said ~~sum~~ sum of \$500.00, \$450.00 was for cash loaned by respondent to him on the 29th day of August 1893, the remaining \$50.00 was for a small amount of corn and for work and labor done in hauling staves for the said W.C. Herndon. It is almost impossible for respondent to answer when where and from whom he got the money that he loaned to the said W.C. Herndon.

Respondent is a farmer and his money necessarily comes in in small amounts at a time.

at a time. About June 1893, he received from E.W. Pennington from \$140.00 to \$150.00, not far from the same time he collected from A.K. Debusk about \$150.00, he also received \$40.00 from J.E. Hobbs, he sold to W.T. Kile more hogs for \$65.00, he collected from E.E. Litton \$75.00, about a year before he received from L.C. Shelburn \$107.00, he got \$108.00 from Selina Jayne, he got \$40.00 from his mother, he received \$100.00 or thereabout from _____ Carmical, he got from his father ~~about \$3~~ \$300.00 or more, he received from J.J.C. & E.S. Flannery \$85.00, from Cimmleys about \$50.00, from W.C. Herndon he received \$107.00 price of a horse with its accumulated interest, he also received from Filmore Litton \$30.00 for sheep, and he received money from other sources in small amounts not now remembered. A part of this money named above respondent used in paying the balance on land which he purchased at a judicial sale, the residue made the \$450.00 loaned to the said W.C. Herndon. Respondent here avers that every cent of the indebtedness hereinabove set out as owing by the said W.C. Herndon to himself and the said Larkin Herndon was at the time of said sale just due and owing: he further avers that the debt to John Holmes is still owing and that the debt to the Pennington Gap Bank has been paid by him and his father since he purchased said goods. Respondent further says that the trade between himself and his brother W.C. Herndon by which he purchased said goods was made in good faith by him: that he had no intention whatever to defraud or delay any creditor of the said W.C. Herndon in the collection of his debts. In fact respondent did not know of any debt which the said W.C. Herndon owed except the debts to himself, Larkin Herndon, John Holmes and the Pennington Gap Bank, and the said W.C. Herndon at the time of said sale told respondent that he did not owe anything on said goods. As before said respondent reluctantly purchased said goods and other property and he is extremely anxious now to get rid of them, so much so that if the creditors of the said W.C. Herndon will take said goods and property off of his hands they can have the same by paying to him what is due to him and his father and satisfying the debt to which they are security to the said Holmes. In fact as soon as these suits were brought he offered to the Attorneys of the plaintiffs and other creditors of the said W.C. Herndon, to turn over everything which he had

~~received~~

received if they would pay to him and his father the amount due to them and for which they were liable, and he is yet willing to do so, and ~~and~~ faithfully account for every thing which he has sold or used.

Respondent says that if said sale of goods and other property is set aside as asked by Complainants then the said W.C. Herndon is indebted to him in the sum of \$500.00, *with interest from Aug. 30, 1893* and if said sale should be set aside then respondent prays that this his answer may be treated as a petition or cross bill for the recovery by him out of the effects of the said W.C. Herndon sought to be subjected to the payment of the complainants debt and mentioned by them in their bill, *that said effects of said W.C. Herndon be* ~~be~~ subjected first to the payment of respondent's debts hereinbefore referred to.

And now having answered said bill as fully as he is advised it is material to answer the same, and here again denie all allegations of fraud or collusion, and all intention to hinder or delay creditors of the said W.C. Herndon he prays to be hence dismissed with his costs &c.

Duncan & Hyatt, p.d.

W.C. Herndon et als.
vs.
Separate demurrer and answer of John P. Herndon, one of defendants.
Cowan, McClung & Co.

Duncan & Hyatt, p.d.

Filed in Circuit Court March 8th 1894

A.B. Munsey Clerk

Virginia, Lee County, to wit:

This day John P. Herndon personally appeared before me, A.B. Munsey, Clerk of the Circuit Court of the County and State aforesaid and made oath that the foregoing answer so far as made on his own knowledge is true and so far as made upon the information of others, he believes it to be true. Given under my hand this 5th day of March 1894.

A.B. Munsey Clerk

McTear & Hoot-ter

✓ Cowan McClung & Co.	vs.	W.C. Herndon et als.
✓ Powers Little & Co.	"	Same
✓ Berry Gilliam & Co.	"	Same
✓ Cullen & Newman	"	Same.
✓ Ballard & Ballard Co.	"	Same.
✓ Cowan Macill & Co.	"	Same.
✓ M. Milhiser & Co.	"	Same.
✓ Knoxville Provision Co.	"	Same.
✓ Butt Young & Co.	"	Same.
✓ W.W. Woodruff & Co.	"	Same.
✓ Grandall Harris Tobacco Works.	vs	Same.
✓ Allen Stephenson & Co.	vs.	Same.
✓ George McMillan & Co.	"	Same.
✓ Sandford Chamberlain & Albers.	vs.	Same.
✓ L.C. Younger.	vs.	Same.

In Chancery

On motion of Larkin Herndon and John P. Herndon leave is granted them to file their separate demurrers and answers in which demurrers the plaintiffs join, and reply generally to said answers, and thereupon said causes coming on to be heard upon the bill of complainants and exhibits therewith, and depositions of witnesses, the demurrers and answers of Larkin and John P. Herndon, the joinder in said demurrers and general replication to said answers, and was argued by counsel. And it appearing to the court that each of said bills is against the same parties and intended to affect the same subject matter, it is adjudged ordered and decreed that said causes be brought on to be heard together, and any evidence or depositions hereafter taken in any one cause, having for its purpose to annul, vacate or set aside the deed of W.C. Herndon and wife to David P. Parsons, or the transfer of the goods chattels &c, to John P. Herndon and Larkin Herndon or either of them by the said W.C. Herndon, shall be read in each of said causes brought on to be ~~heard~~ heard together as aforesaid. And these causes are continued.

Cowan, McClung & Co et als.

vs. Decree No. 1.

W.C. Herndon et als.

Exhibit A Page 571
Mar 10 1874

Exhibit
A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

Mar 10 1874

① Cowan, McElroy, & Co. and other cases ordered to be brought on to be heard therewith - - - Plaintiff.

vs. H. H. Hurdson et al - - - Defendants.

To Messrs David P. Parsons, Wm. Woodward and John C. Stopton Messrs C. Hurdson, John P. Hurdson & Sarah Hurdson.

You are hereby notified, that on the 1st day of May, 1894 at the office of E. P. Pennington in the Town of Pennington Pop. 20 between the hours of 7 A. M. and 6 P. M. we shall proceed to take the depositions of James B. Fordingham and others to be used in and in defense in behalf of Cowan McElroy & Co. and those other cases have been ordered to be brought therewith to be heard, in a certain suit in which now pending in the Circuit Court for Lee County ~~between the~~ ~~plaintiffs~~ wherein ~~you~~ Cowan McElroy & Co. and other plaintiffs whose cases have been ordered to be brought on for hearing therewith are complainants and H. H. Hurdson, John P. Hurdson & Sarah Hurdson, Wm. Woodward, David P. Parsons and John C. Stopton are Defendants; and if from any cause the taking of the said depositions are not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from day to day or from time to time and at the same place and between the same hours until the same is completed.

Yours truly
Cowan McElroy & Co. & there
for counsel-

Cowan, Mr. Colung, No 11 -

v.s. } Notice to take Depo -

Th. C. Stenudant at
Executed April 26 1894
in part By Delivering
a copy of this Notice
to take Depositions
to David P. Parsons
& Wm Woodward

M R Kirk RDS
for S E Jelamary
S L S

1. The depositions of F. M. Parsons and others taken before me

H. H. Pennington....., a *Notary Public*

for the county of Lee, pursuant to an agreement as to John P. Herndon
and Larkin Herndon, and pursuant to notice hereto annexed as to
David P. Parsons and Wm. Woodward, at the office of E. W. Penning-
ton in the town of PENNINGTON GAP, VA. on the First Day of May,
1894, between the hours of 7, A. M. and 6 P. M. to be read as ev-
dence in behalf of Cowan, McClung, and Co., L. C. Younger, M. Mill-
hiser, and Co., Ballard and Ballard Co., Allen, Stephenson and Co.,
Butt, Young and Co., Crandall-Harris Tobacco Works, Cowan,
Magill and Co., W. W. Woodruff and Co., George McMillan and Co. Powers
Little and Co., Knoxville Provision and Sugar Co. Sanford, Cham-
berlain and *Albee* Berry, Gilliam and Co., Cullen and Newman and
McGuire, Hood & Co.

in certain suits in chancery now ^{Pending} ~~deposing~~ in the Circuit Court of
Lee County and ordered to be brought on to heard together, wherein
~~the~~ W. C. Herndon, John P. Herndon, Larkin Herndon, David P. Parsons, Wm.
Woodward and John C. Stapleton are defendants, and the above named
parties are plaintiffs

Present: Duncan & Hyatt, Attorneys for JOHN P. and Larkin
Herndon; and David P. Parsons and -----
his
in ~~their~~ own proper person.

Pennington Bros. for the Plaintiffs.

F. M. Parsons, a witness of lawful age, being first duly sworn,
deposes as follows:

1st question by plaintiffs: Please state your age, occupation
and place of residence.

Ans. - I am 50 years old, a farmer, and reside at x Cox, Lee Co.
Va.

2nd. Ques. by same:

State whether or not you are acquainted with W.C.Herndon.

Ans.-I am.

3rd.Ques./ for the plaintiff.-State whether or not you are the ~~X~~F.M.PARSONS, and JUSTICE of the Peace who, on the 14th day of March 1893, took the acknowledgement of WILLIAM C.Herndon and his wife Cinthia, whereby said Herndon conveyed a portion of his lands to one David P.Parsons.

Ans.-I am.

4th Ques. At or ~~or~~ after the time said deed was acknowledged state what said Herndon said concerning the same if he did say anything in relation thereto.

Ans. -At about the same time said deed was acknowledged before me, and at his dwelling house in this county, he told me to say nothing about his having made the same.

5th Ques. If you know, state whether or not said Herndon at the time said deed was acknowledged was in possession of the land it purported to convey to said David Parsons.

Ans. He was then in possession of the same, and living on it.

6th Ques. How long after the date of said acknowledgement of said deed, did said W.C.Herndon remain in possession and occupation of the land embraced in said deed?

Ans.-- He remained in the possession of the same until ^{he left} the country some time in the fall of 1893.

7th Ques. After the date of said deed, and up to the time he left this country, please state if said W.C.Herndon did not put upon said land some permanent improvements, and if so what?

Ans. After said deed was made and before he left this country he did place upon said land a barn worth like something \$100.00. and also some other things which I can not be definite about ~~them~~.

8th Ques.--State whether you were or not acquainted with David P.Parsons at the time said deed was made and up to the time said Herndon left this country.

Ans. I have known him for several years.

9th Ques. State whether or not said David Parsons at the time said deed was made, and up to the time said Herndon left this country was not or so considered to be a very poor man.

Ans. He is considered by some to be a very poor man. At the time said deed was acknowledged and up to the time said Herndon left the country said Parson was living on said tract of land which he claimed to be his own and which land. Some three years ago I optioned at \$1100.00 but did not take it. He also owned a wagon and team. if he had anything else I do not know it.

10th Ques. Who is now in possession of the said land now embraced in the said deed? and when did he move there?

Ans.-- Said David P.Parsons is now in possession of the land, and he moved there ~~at about~~ the same about ~~the~~ the time said Herndon left the country. My best impression is that said Herndon had left the country when the said Parsons took possession of the land.

11th, Ques.-- During the Fall and Summer of the year of 1893 state whether or not you were about said Herndon's possessions and noticed and observed his property and effects?

Ans. I was about the time afore said there very frequently. and noticed and observed a lot of 40 odd cattle, a good lot of hay. a wagon and team, an old Mowing Machine, a pile of some \$000 or 4000 feet of lumber, he had a right smart lot of goods and Merchandise, and if anything else, I do not remember it.

12th Ques. In your opinion what was said cattle worth on an average per head?

Ans. ^{fairly} I saw them frequently, and fairly believe them to have been worth \$10.00 per head.

13th Ques. State what you may know about the Mowing Machine spoken of.

Ans. It was an old machine.

3

CROSS EXAMINATION. *by Counsel for J. P. & H. Herndon.*

Ques I Do you know what W.C. Herndon did with the cattle you speak of seeing about his premises?

Ans. I don't know what he done with them.

2nd Ques. Do you know what was done with the hay of which you speak?

Ans. I do not know who got said hay, I saw some of it being fed out to the cattle.

And further this deponent saith not.

*Witness claim
1 day's attendance 50¢*

J. M. Parsons.....

James R. Laningham an other witness after being duly sworn deposes as follows:

Ques I. Are you acquainted with Wm C. Herndon and David P. Parsons, and if so how long have you known them?

Ans. I am acquainted with each of them. I have known Mr Parsons some 8 or 10 years and Mr Herndon 6 or 7 years. During this time I have lived in a mile or two of said Parsons and in the last three years of my acquaintance with said Herndon I have lived in two miles of him. He was a merchant and I did considerable trading with him and seen him a great deal.

2nd Ques.--If you know state where said where said Herndon lived the 14th, day of March 1893 up to the time he left the country.

Ans. He lived on the land where David P. Parsons now lives. And David P. Parsons moved on the land where he now lives after W.C. Herndon left the country.

3d Ques. State if you know the effects and property the said W.C. Herndon had at the time he left this country, and what became of the same, and their values at that time.

Ans. He had some 40 odd head of cattle which were turned over or was in possession of his brother John P. Herndon, and at the time he left this country was worth \$900.00 (or \$10.00 per head. He also had a wagon and team consisting of a mare and mule perhaps I do not know so much about the mule, but consider the mare worth \$65.00 or \$70.00. About the wagon I do not know so well, but if it be the one that was on the place so long, it was worth \$20.00 to \$25.00. He also had two Mowing Machines there, but I do not know whether they were his, one old one and one new one that had been perhaps a year or two. The new one was worth perhaps \$25.00 or \$30.00. The old one practically worth nothing. He also had a lot of lumber from 3000 to 5000 feet and I do not know its quality. It was worth from \$8.00 to \$10.00 depending upon quality, whether it was a high or low grade. He also had at that time a lot of hay worth some \$75.00 more or less. He also had a fair stock of goods in his Store-house but of the value I do not know.

Ques 4th What is your age and occupation?

Ans. I am 33 years old and a farmer.

Ques 5th, State if it is not a fact that on the 14th day of March 1893, when said Herndon left this country was not a poor man.

alim
Ans. He owns a tract of Mountain land worth some \$10.00 per acre. He also owned a wagon and team worth some \$150.00. During *along* this time he worked away from home for wages, driving for John Pennington.

CrossExamined by council John P. and Larken
Herndon.

1st Ques. How old was the mare you have mentioned as being owned by W.C.Herndon about the time he left?

Ans. I know her age to have been perhaps 7 or 8 years.

Ques 2nd. In the lot of cattle of which you speak, was there not a good many scrub calves?

Ans. There ~~were~~ was some small cattle

3d Ques. How much lumber was on hands on the 10th day of Nov. 1893?

Ans. I do not know how much lumber was there when he left.

4th, Ques. Suppose the lumber then on hands at the time he left was all culls, what would it have been worth?

Ans. I suppose \$5.00 or \$6.00 per 1000.

And further this deponent saith not.

J. R. Larking

*Witness claim
1 day attendance of*

A.J.Bailey another witness deposes as follows:

Ques 1. Give your name, age, residence and occupation.

Ans. I am 69 years old and live near Slomp P.O. in this county and live within one or one and a half from the said W.C.Herndon and am a farmer.

Ques 2. Do you know about the time said W.C.Herndon left this country, and if so, were you acquainted with the cattle he then had on hands and what do you consider them worth per head on an average?

Ans. I do know about the time said Herndon left this country, and I also knew the cattle he then had on hand. I frequently saw them in passing. I consider them fairly worth \$10.00 on an average.

Ques 3. Were you acquainted with the mare which the said W.C.Herndon owned at the time said Herndon had when he left this country and turned over to John P.Herndon, and if so what do you considered her fairly worth.

Ans. I know the mare and deemed her worth \$40.00 or \$45.00 fair cash value.

Ques 4. Tell what you may know about the lumber which was in Herndon's possession.

Ans. I had noticed some 3000 or 4000 feet of lumber, but I do not know anything about its grade, so I can not say as to its value.

And further this deponent saith not.

A. J. Bailey

*Witness claim
1 day attendance of*

T.P.Smith another witness deposes as follows:

Ques 1st. Givev you name, age, residence and occupation.

nAns. My name is Tobias P.Smith, I am 38 years old, a farmer, and reside in One and one half miles of where said Herndon lived.

Ques 2. Do you know when said W.C.Herndon left this country, and were you acquainted with the ~~XXXXX~~ catt le spoken of by the other witnesses as belonging to said W.C.Herndon.

Ans. I can not tell the exact day he left the country, but believe it to be about the 1st day of Nov. 1893. I was also aquainted with the cattle he then had on hands, and consider them worth on an average fair cash value \$10.00 to \$12.00 per head. There were some good ones and some very sorry ones in the lot.

Ques 3. Did you know the mare which the said Herndon let his brother John have about the time he left, if so what did you think her to be fairly worth?

Ans. I did know said mare and believe her to have been worth \$60.00 to \$65.00.

Ques 4 State if W.C.Herndon after the 14th day of March 1893 and up to the time he left, did not use, occupy, and possess the land which he and his wife on the 14th day of March 1893 conveyed to David P.Parsons/

Ans. He lived on said land until he left this country. On this land about the 1st of October 1893, said W.C.Herndon Built a good barn worth some \$75.00 to \$100.00. Also about tha latter ~~part~~ part of Sept or the first part of Oct 1893 said W.C.Herndon did some clearing on the same. He vt the bushes and shrubbed off some 15 or 20 acres. David P.Parsons did not take possession of said land untill after the said W.C.Herndon was said to have left the country.

And further this deponent saith not.

*Witness Claim
/ says attendance of*

T.P.Smith
.....

M.R.Kirk, another witness of lawful age, being first duly sworn, deposes as follows:

Ques.1.-Give your name, age, place of residence and occupation

ANS.-I am 27 years of age, live in the Pocket country, and am Deputy Sheriff of this county, and my name is Marion R.Kirk.

Ques.2.-Did you ever notice the cattle which William C. Herndon turned over to his brother, John P.Herndon, when he left this country? If so when?, and what did you consider them to be worth per head on an average?

Ans.-I saw the cattle at two or three different times, both before and after Christmas 1893. I shoud think they ought to be wourth from \$9.00 to \$10.00 per head.

Ques.-3. State whether or not you ever noticed any mowing machine, if so what were their values?

Ans.-There were two mowing machines there. John P.Herndon c claimed one, and said the other belonged to Craig. The one John P.C claimed was worth about \$30.00. The other one I tried to sell under an execut on, but could not ge t a bidder.

Cross Exanination by Counsel for John P. & Larkin Herndon.

1st question for said defendants.-Do you know ~~xxx~~ how many years the mowing claimed by John P.Herndon had been used?

Ans.- Not more than what I was told.I don't know , it looked like a new one, and I was told it was bought by Craig last fall,I don't know whether it was used before the said Craig bought it. I helped to load it on Craig's wagonsand did not think it had been

used before,

And further this deponent sayeth not.

Witnesses clear
1 day attendance of M. R. Kirk

The further taking of these depositions is adjourned untill Friday
the 11, day of May 1894. and at the same place,

Alfred Egan
Notary Public.

Pursuant to the above order.
the further taking of these depositions
is resumed on May 11th 1894. at
E. W. Pennington's law office in the town
of Pennington Gap. In the said place being
the same place mentioned in the Caption
of these depositions. Given under my
hand this May 11-1894.

Alfred Egan Not Public

Virginia.

County of Lee, to wit:

Alfred Egan, a notary public for the
county of Lee in the said State, do hereby certify
that the foregoing depositions of M. R. Kirk,
J. P. Smith, James R. Livingston, A. J. Bailey and
A. M. Parsons, were duly taken, sworn to &
subscribed before me, at the times and places,
and for the purposes in the caption ~~that~~ hereto
mentioned.

Given under my hand this 11th day of May, 1894

Alfred Egan
Notary Public

Cowan McCung Ha
et al.

vs. $\frac{3}{4}$ Dispositions

W.C. Herndon et al

Filed May 9th

Received by mail in good
condition and filed May 16th
1894

A.B. Munsey Clerk

Notary Fee \$3 75
5 hrs @ 75.

Cowan, McChesney & Co

vs.
H. L. Herndon & Co

In Chancery.

The depositions of *T. E. Oldham*

taken before me, C. B. Tompkins, a
notary public in and for the county of Knox, and State of Tennessee
persuant to notice hereto annexed at the office of Henry. Fenton
127¹/₂, Gay street, in the city of Knoxville, in the said county and
state on the *2nd* day of February, 1894, between the hours
of 7 A. M. and 8 P. M. of that day, to be read as evidence in be-
half of Cowan, *McChesney* & Co. in a certain suit in equity depending
in the Circuit Court of Lee county, Virginia, wherein Wm. C.
Herndon, John. P. Herndon, Larken. Herndon, Wm. Woodward and David
P. Parsons are defendants, and said Cowan, Magill & Co are
plaintiff.

Present.

E. W. Pennington

for defts'

for plaintiff

The witness, T.E. Oldham, after being duly sworn, depos-
es as follows, to wit:-

- C.1 Please give your name, age, residence and occupation ?.
- A.1 My name is T.E. Oldham, residence North Knoxville, age 63
- Q.2. State if W.C. Herndon is indebted to said plaintiffs in
any sum of money, if so for what, the amount thereof and when
it did or will become due?
- A.3. He is indebted to the sum of \$455.41 for wares, goods
and merchandise sold to said, W.C. Herndon on Oct. 28, 1893, to
the sum of \$455.41 as per four itemized statements herewith
filed as exhibits to this deposition. On Nov. 8, 1893 the sum of
\$9.50 became due as shown by per inventoried statement herewith
filed. \$12 of same of said dollars became due and payable Nov.
8, 1893 and \$185.08 of said sum of \$455.41 will become due and

payable Feb. 28, '94 and \$148.87 of said sum of \$455.41 became due Dec. 28, 1893.

Q. 3. At the time said goods were purchased by said Herndon did he or not make any representations of his assets and liabilities if so what were they?

A. 3. On said Herndon's own statement made in person and upon the representations of J. F. Witt of Zions Mills, Lee Co., Va., on July 11, '1893 said Herndon claimed to be the owner of a large boundary of mountain land in Lee Co. Va. and which we believed him to own at the time said goods were shipped.

Q. 4. State whether or not you or the plaintiffs in this suit, had any knowledge of the existence of the deed dated March 14th 1893 and mentioned in plaintiffs bill, at the time or at any other time prior thereto, that said Herndon made said several purchases?

A. 4. Said Plaintiff had received no notice of the existence of the deed at the time the goods were sold and delivered and had they have known of the existence of such deed they would not have sold him on credit.

Q. 5. What is your connection with the plaintiffs in this suit?

A. 5. I am the credit man for the firm of Cowan, McClung & Co. and have been for many years; and further this deponent sayeth nothing.

J. E. O'Leary

Tennessee.

County of Knox. to wit

I C. B. Tompkins a notary public for the county of
Knox in the said state do hereby certify that the fore-going
depositions of *J. E. Aldham*

were duly taken, sworn to, and subscribed before me at the time
and places and for the purpose therein mentioned.

Given under my hand and seal this *2nd* day of February 1904

C. B. Tompkins
Notary Public

Crowan M^cClung & Co

v. S.

H. C. - Skindam & al.

To H. C. Skindam, Farkine & John P Skindam, H^{ons}
Hawthorn, David J Parsons, John C. Stephens:-
Take Notice that on the 2nd day of Feb-
1894 at the office of Henry Finkbe in the
city of Knoxville, Tenn., I shall proceed
to take the deposition of John Crowan and
others to be read in evidence in the behalf
of Crowan M^cClung & Co in a certain suit
in Chancery now pending in the circuit
court of Lee County Va. ^{vs} ~~Thomas Crowan~~
M^cClung & Co as plaintiffs and H. C. Skindam ^{et al}
as Def^s. And if from any cause the taking
of said depositions is not begun on that
day or being begun not completed the same
will be continued from day to day or from
time and if desired from place to place until
the same is completed. You may attend
and cross examine if you wish.

This January 24, 1894.

Very Respectfully

Crowan M^cClung & Co

per G. A. Harvey, Counsel

Lawrence M. Clump & Co. Com

vs. Notice to Show Cause

H. C. Henderson et al Deft.

Case No. 10 of the 2d
div. of the 1st Cir. Ct. of the
District of Columbia
Filed for record at the Office of the
Recorder in the District of Columbia
Jan. 27th 1894.

W. H. Pennington

Deputy

for the County of West

I, W. H. Pennington, a notary public in and
for the County of West, do hereby certify
that the above named persons have
signed to the above named deed with
the intent to convey the same to the
benefit of the said parties. This I do on the
27th day of January 1894.

W. H. Pennington

NO GOODS TAKEN BACK AFTER 10 DAYS, AND THEN ONLY FOR SOME IMPERFECTION.

SALESMAN

W. Porter

FILLED BY

BOUGHT BY

SHIPPED VIA

Knoxville Tenn. Oct 28 1893

M. W. C. Herndon

Cynthia

BOUGHT OF **COWAN, Mc LUNG & Co.**

DRY GOODS.
NOTIONS, BOOTS &
SHOES.

IN CHECKING OFF THIS BILL, OPEN AND EXAMINE EVERY
PAPER, BOX AND PACKAGE, AS WE FREQUENTLY PACK SEVERAL
ARTICLES IN ONE BOX OR PACKAGE.

NET GOODS: 2% for Cash in 10 Days.
1% for Cash in 30 Days.

1 oil cloth			175
2 3/4 Dam	104 ³	5	521
4 Brookside "	204 ¹	5 ²	1174
1 Plea "	62	6 ²	402
1 " "	51	7 ²	382
1 " "	54 ¹	8 ³	475
1 Ling "	102 ³	4	411
4 Plaid	249 ²	3 ²	872
2 " "	106 ²	6	639
2 Gingham	94 ¹	6	566
1 " "	46	10	460
1 Aust. Flannel	61 ³	8 ²	525
1 Drill	41	6	246
6 Print	60	5 ²	330
2 " "	145 ²	4	635
2 " Ind	144 ³	5	724
2 " "	104 ²	5 ²	575
2 " "	118	6	708
2 " "	107 ¹	4 ³	509
1 Beige	56 ³	10	568
1 Dress Goods	55 ²	11 ²	638
1 " "	57 ³	22 ²	1282
1 " "	52 ³	9	457
1 " "	54 ²	10 ²	572
2 Cambric	108 ²	4	488
1 Hickory	62	7 ²	465

Charges

60 148 84

Salesman

Filled by

Shipped via

KNOXVILLE, TENN.

189

M

W. C. Herndon
Cynthia 7/8Bought of **COWAN, McCLUNG & CO.**

DRY GOODS, NOTIONS, BOOTS & SHOES.

REGULAR GOODS: 6% for Cash in 10 Days.
5% for Cash in 30 Days.

SPECIAL ATTENTION GIVEN TO FILLING ALL ORDERS.

TRUNK OR CASE NO.	STYLE NO.	PAIRS OR DOZ.	PLEASE ORDER BOOTS AND SHOES BY STYLE NUMBERS	SIZE	PRICE	AMOUNT	
	1202		Old Place	6/11	1	12	
	1201		acf Nero		1	12	
	1201		Dr. Merga		1	12	
	611		Cf Boots	7/8	232	15	
	611		" "	6/8	2	12	
	1211		Rf Sals		150	18	
	1211		" Caug		150	18	
	1211		acf Sals		1	12	
	411		Arctic	6/8	112	450	
	611		La Rubber	7/6	35	210	117.60

Duplicate

The J. W. Jones Co.

NO GOODS TAKEN BACK AFTER 10 DAYS AND THEN ONLY FOR SOME IMPERFECTION.

SALESMAN

FILLED BY

BOUGHT BY

SHIPPED VIA

J.A.P.
M.W. E. Herndon
Cynthia

BOUGHT OF **COWAN, McCLUNG & CO.**

DRY GOODS,
 NOTIONS, BOOTS &
 SHOES.

IN CHECKING OFF THIS BILL, OPEN AND EXAMINE EVERY
 PAPER, BOX AND PACKAGE, AS WE FREQUENTLY PACK SEVERAL
 ARTICLES IN ONE BOX OR PACKAGE.

REGULAR GOODS: 6% for Cash in 10 Days.
 5% for Cash in 30 Days.

Duplicate

1/2 doz Shawls	3	150
1 " "		60
1 " "	1	✓
1 " "	60	3
1 " "	75	150
1 Do Jeans	18 125	720
1 " " Hard to B	47 25	1175
1 " " "	54 19	1036
1 " Cassimer	38 35	1330
1 " Carduoy	18 40	720
1 " Bl Flannel	35 20	7
1 " Red "	64 21	1349
1 " Linsey	95 15	1425
1 doz Over Shirts Ea 3.50 4.50 9.00		17
1 doz Under " 1.50 4.50 5.00		7
1 doz Drawers	4 50	225
1 " Suspender Ea 1.50 2.50 3.50		795
1/3 doz G. Glazos	6	2
1/6 " " "	12	2
1/3 doz Scarfs	4	2
1 " 1/2 Face		2
1 " Last		120
1 " 2nd Cambr Ea 2.50 3.50 60		120
1 " Dkt "		40
1 doz Pink	40	80
6 muscels	60	360
1 Cab 25 doz Thread	45	1125
Brown 1 Do Hard to B jeans	46 25	1162

167 47
 12 00
 148 84
 328 31
 114 60
 443 91
 435 41

Lowan McElung & Co

Depositions

W. C. Herndon et al
Received Feby 4th by mail
in good condition and filed

February the 5th 1894

A. B. Munsey Clerk

NO GOODS TAKEN BACK AFTER 10 DAYS, AND THEN ONLY FOR SOME IMPERFECTION.

SALESMAN

FILLED BY

BOUGHT BY

SHIPPED VIA

Knoxville, Tenn. Oct 28, 1903

M. W. C. Herndon

Cynthia

BOUGHT OF **COWAN, MC LUNG & CO.**

DRY GOODS,
NOTIONS, BOOTS &
SHOES.

IN CHECKING OFF THIS BILL, OPEN AND EXAMINE EVERY
PAPER, BOX AND PACKAGE, AS WE FREQUENTLY PACK SEVERAL
ARTICLES IN ONE BOX OR PACKAGE.

NET GOODS:

for Cash in 10 Days
for Cash in 30 Days.

no discount

Comfort 12 Pr Raised Boots duplicate 375 1 12 - 1200

NET CASH BILL.

Payable within 10 days with-
out discount. Interest will be
charged after 10 days.

NO GOODS TAKEN BACK AFTER 10 DAYS, AND THEN ONLY FOR SOME IMPERFECTION.

SALESMAN

J. A. O.

FILLED BY

BOUGHT BY

SHIPPED VIA

Knoxville Tenn. Nov 8 1892

W. C. Herndon

Cynthia

BOUGHT

OF

COWAN, Mc LUNG & Co.

DRY GOODS.
NOTIONS, BOOTS &
SHOES.

IN CHECKING OFF THIS BILL, OPEN AND EXAMINE EVERY
PAPER, BOX AND PACKAGE, AS WE FREQUENTLY PACK SEVERAL
ARTICLES IN ONE BOX OR PACKAGE.

NET GOODS:

1 2% for Cash in 10 Days

1 1% for Cash in 30 Days

1 Leather Coat Bt out

9.50

*Sent in Truck from Knoxville Truck Co to
Remingtons Gap Va.*

The deposition of P.B.Cecil and others, taken before me, John B. West, a Notary Public for the County of Lee, pursuant to notice hereto annexed, at the Office of Duncan & Hyatt, in Jonesville, Va., on the 30th day of May 1894, to be read as evidence in behalf of John P. Herndon and Larkin Herndon in a certain suits in equity now pending in the circuit Court of said County of Lee, wherein John P. and Larkin Herndon and others are defendants and Cowan, McClung & Co., Powers, Little & Co., Berry, Gilliam & Co., Cullen & Newman, Ballard & Ballard Co., Cowan Magill & Co., M. Milhiser & Co., Knoxville Provision Co., Butt Young & Co., W.W. Woodruff & Co., Crandall Harris Tobacco Works, Allen Stephenson & Co., George McMillen & Co., Sandford, Chamberlain & Albers, and L.C. Younger are plaintiffs.

Present.- L.T. Hyatt, Atty for John P. and Larkin Herndon.

L.W.E. Fwing, Atty. for plaintiffs, Berry, Gilliam

P.B. Cecil, being duly sworn deposes as follows:

First question for defendants. Please state your name, age occupation and place of residence.

Answer.- P.B. Cecil, age 38, Carpenter, Zion's Mill, Lee County, Virginia.

Second question for same.-- Please state whether or not you were ever engaged in the mercantile business, if so how long ~~he~~ were you so engaged?

Answer.--I was engaged as a salesman for merchants for 8 years.

Third question for same.--Please state whether or not John P. Herndon ever called upon you to invoice some goods for him. If so when.

Answer.--He did. It was on December the 19th 1893 that we made the invoice.

Fourth question for same.--I give you an exhibit marked "Goods" and ask you to file the same with your deposition.

Answer.-- I file the same.

Fifth question for same.--Please examine said exhibit "goods" and state whether or not it is a true invoice of the goods in

Dec 19-1893

Invoice of A. C. Hunter Stock of Goods
by T. Carter & P. B. Allen

3	Ladies	Set		155	5 25-
3	"	"	"	125-	3 75-
2	"	"	"	140	50
2	Mens	"	"	25-	75-
3	Boys	"	"	16 7/8	50
5	Mens	"	"	25-	1 25-
5	"	"	"	25-	1 25-
5	"	"	"	70	5 60
11	"	"	"	10 2/5	60
3	Wife	"	"	25-	75-
3	Ladies	"	"	110	3 30
1	"	"	"	50	50
2	"	"	"	75-	1 50
1	"	"	"		1 00
1	"	"	"		75-
1	"	"	"		75-
1	"	"	"		75-
1	"	"	"		50
2	Mens	"	"	25-	1 50
2	Ladies	"	"	12 1/2	2 50
3	"	"	"	1 0	2 00
2	"	"	"	60	1 50
2	Mens	"	"	25-	75-
2	"	"	"	13 1/2	2 55-
					<hr/> 40 26

No 2

Amount over				40 20
8	Mens Hats	100	5 00	
14	"	75	3 00	
11	"	100	71 00	
6	"	75	4 50	
11	"	110	11 10	
1	"	111	1 00	
5	Boys	25	1 25	
6	Mens	25	1 50	
8	Boys	25	75	
6	MENS	100	6 00	
5	"	50	2 50	
1	"	75	75	
6	"	75	14 50	
2	"	100	2 00	
5	"	60	3 00	
2	"	75	1 50	
3	"	100	3 00	
2	"	110	3 00	
16	"	60	6 00	
6	"	60	3 00	
6	Boys	100	6 00	
6	"	110	2 00	
5	"	100	5 00	
3	"	100	3 00	
				128 75

No 3

Amount over				128 75
1	Blue Jeans	3 yds	3 50	
1	"	"	41	
1	"	"	112	
1	"	"	55	
1	"	Cashmere	9 50	
1	"	Jeans	5 00	
1	"	"	3 00	
1	"	Blue cloth	1 13	
1	"	Canton flannel	2 10	
1	"	Bleached Do	4 03	
1	"	"	2 50	
1	"	"	2 19	
1	"	"	1 13	
1	"	"	2 59	
1	"	quilt lining	5 32	
1	"	Cashmere	60	
1	"	"	6 50	
1	"	"	5 37	
1	"	"	6 10	
1	"	flannel	3 50	
1	"	"	3 25	
5	"	Deane cotton	10 80	
1	"	Camekies	1 05	
1	"	Bingham	1 75	
1	"	"	93	
1	"	Deane cotton	1 51	
1	"	Bingham	44	
				210 03

14

	Amount over	210 03
1	Red - Linen	1 59
1	" "	75
1	" Linsey	4 20
1	" "	3 00
1	" "	88
1	" Cotton check	37
1	" Linsey	2 64
1	" Cotton check	1 50
1	" "	1 05
"	" Striped	3 60
1	" Ficku	2 01
1	" Striped	1 20
1	" Cotton	1 40
8575	MB Linits	42 90
2	" PK	1 00
15	Ladies hats	9 00
30	" "	9 00
3	Cotton Rugs	75
2	Clutch - case	5 0
1	" Red tick	5 20
1	Lat. crating	170 00
1	" Linits	5 00
1	" Sundries	4 00
1	Rice quilt lining	2 05
3	" Heating	9 18
1	" "	2 32
		<hr/> 503 65

	Amount over	15	0	00
22	Boxes fruit	15	15	55
1	" Jam	5	2	1
1	" Limes	4	05	
1	" "	4	20	
1	" Jam	3	50	
1	" Limes	10	35	
1	" "	4	20	
1	" "	6	05	
4	" Cotton cloth	11	10	
1	" Jam	2	00	
1	" Cotton cloth	9	30	
1	" Candy	4	20	
2	Do Limes	6	00	
1	Shoe-lace and contents	25	00	
14	Do Shells	2	10	
2	Jam	10		
5	" "	31		
1	Butter	3	00	
1	Limes	10		
1	" "	1	00	
4	Candy	50		
10	Do Limes	2	50	
1	Do	2	10	
1	" "	2	04	
1	" "	1	32	
5	Do	5	00	
		0	75	51

	Amor over	6	75	50
2	White		1	00
0	"		3	30
1	Do Sashpuns		1	50
18	Do cushions			90
1	Do Sashpuns		1	50
10	Do		1	25
5	" Chairs		2	00
3	Valances damaged		1	00
6	Shawls		1	25
2	"		1	50
1	"		3	00
9	Bed Sheets		3	00
3	Covers		4	50
1	Bed canopy		12	35
3	Do Case		1	80
1	Lat. Towel Sashes		2	33
1	Do Sash			00
3	Cases		1	5
	ills		1	45
14	Batters yamun		1	17
10	" L. with			70
10	" Cardat			50
11	Relief		1	37
9	Lat. Batters Sashes			45
2	Do Purgative			60
2	" B. Sashes			60
1	" Lat. ill			60
			7	20 97

	Amor over	7	30	97
3	Batters Marphie		1	52
3	" Fair Lge			87
	Laudium +			43
7	Lat. Remedy			47
8	" Calomel			20
7	Bored Worn Landy			70
7	Swing Machine Oil			35
1	Do Bough an Hats			75
3	" Tricler Iron			90
2	Lamps			25
1	Lat. Lot. Betts			100
2	Do Box Run			75
5	Locks			125
2	Do Window Hinges			200
12	Lat. Lamps			100
1	" "			60
4	Reg. oil Sashes			20
	Cases			11
1	Do Sashes			60
2	Lat. Ball Hinges			120
2	" " "			50
2	" " "			60
2	" " "			60
4	Files			25
5	Files			50
1	"			37
			7	45 93

No 8

	Alumant Over	7	48	98
9	Perrett Hides		1	25-
3	" "			10
5-	" "			50
1-	" "		1	00
1	1 lb Coffee Beans			25-
8	Boxes Satchels		3	60
18	Small Satchels			48
1	Knife		1	00
1	"		2	50
1	Section		1	50
1	Acarium		1	05-
1	"		1	00
1	"		1	50
1	"		1	75-
1	"			50
1	"		1	00
4	Bunches Cotton		3	00
0	Do Sugar		6	00
5-	" Iron Tonic		16	05-
6	" Sugar		6	00
12	" Essence		6	00
1	Do of cinnamon			75-
	Satchels		1	00
	Smoking Tobacco		2	40
12	1/2 Sack Salt		1	20
12	Do Essence		3	60
			8	14 68

	Amount Arre	8 14 65
1	lbs. Lard	13
1	lb. Sugar	20
1	Butter	75
	Coffee	12
	Butter Lard	50
1	Punch Tacks	80
1	Do String Trim	100
1	gallon castor oil & can	1 45
1	Turpentine	50
1	Lat. Sander	60 00
2	Brs. Cakes	15 50
1	Fig Soda	5 00
500	lbs. Cakes	1 54 00
1	Do Brown	2 00
1	Black Sugar	18 00
500	lbs. Bacon	55 89
10 1/2	lbs. Flour	53 13
10	" "	40 20
2	Sides Leather	5 88
2	" "	4 52
1	Butter	7 00
1	" "	5 00
1	" "	5 50
1	" "	6 00
2	Brs. Bridel Hair	40
1	Box Soda	1 80
		<hr/>
		12 03 51

No 10

1 Amount due
 1 Box Raisins
 2 Box Tobacco
 2 " "
 2 " "
 1 Oak Lantins
 1 Stone
 50 lbs or Shoes
 5 Lantins
 2 " "
 25 Tin Buckets
 25 Hubs
 5 Birth
 5 Locking Glasses
 3 " "
 2 " "
 20 Gallons Syrup
 3 Pitch forks
 1 Do Oil Cans
 250 lbs Bacon
 11 Sides Leather
 1 Salt
 1 Mats
 2 Slaughter
 3 Stoves
 1 " "
 3 Bellies

12 63 51

1 70

5 76

71 25

14 40

10 00

6 00

3 13

3 00

5 0

3 13

6 3

4 1

1 75

1 35

1 10

5 00

7 5

3 60

25 31

16 72

5 0

4 00

5 0

18 00

10 50

1 32

1413 88

No 11

Amount due
 3 Brass Bells
 6 Coal Hods
 1 Oil Lamp
 3 Coffee Mills
 12 Pk Mens Shoes
 15 " " "
 9 " " "
 6 " " "
 11 " " "
 12 " " "
 18 Childs "
 30 Ladies "
 15 " "
 18 " "
 11 " "
 6 Boys "
 7 Childs "
 9 "
 10 "
 4 Arctic Rubber
 2 Arctic "
 5 Ladies Shoes
 29 " "
 7 Mens "
 10 " "
 10 " "

14 13 85

2 77

1 50

4 75

1 20

9 00

11 25

9 00

6 00

15 40

12 00

4 50

22 50

12 75

12 60

9 35

3 60

1 40

1 00

8 50

1 00

1 30

8 75

18 85

8 05

10 00

10 00

10 10 10

	Almont	Alar	70	10	10
26	Boys	Mens Boots	12	00	
41	"	Ladies Shoes	32	50	
27	"	" " "	21	00	
6	"	Mens "	5	40	
10	"	" " "	12	25	-
6	"	Boots	15	00	
2	"	" "	5	00	
50	"	Children "	20	00	
60	"	" " "	21	00	
50	"	Misses "	25	00	
12	"	Mens Boots	30	00	
12	"	" Shoes	13	20	
12	"	" " "	12	00	
12	"	" " "	12	00	
47	"	Ladies Shoes	32	90	
9	"	Mens Boots	13	50	
10	"	Boys "	10	00	
10	"	Mens	15	00	
41	"	Misses "	26	65	-
20	"	" " " " " "	10	00	
12	"	Mens Shoes	12	00	
9	"	" Boots	22	50	
17	"	" " "	17	00	
7	"	" " "	7	00	
31	"	Misses Shoes	12	00	
11	"	Men Boots " "	11	00	
			20	42	90

	Amount	am	200500
3	Suits	Sitting	1200
4	"	"	500
3	"	"	2400
3	"	"	1200
2	"	"	1000
3	"	"	1200
4	"	"	2000

Total Invoice Good By H. L. Martin + P. B. Good 27 0000

Amount due			
10	1/18 Mens Boots & Hat	10	00
25	" Boys Shoes	15	00
12	" " Boots	12	00
30	" Day Shoes	45	00
18	" Cnicks "	4	50
17	" Ladies "	8	50
1	Bill James Pants	34	75
1	" Clothing	306	90
1	Do Shirts	6	00
1	" "	9	00
1	" "	6	00
1/2	Do Underwear	3	00
1	Do complete	1	75
1	Do Mens Hats	12	00
1/2	" " "	4	50
2	Hats	3	00
6	"	8	00
1	Ladies Hat	1	00
6	Boys Gloves	6	00
2	Boys Clothing	6	00
3	" "	12	00
4	" "	16	00
8	" "	9	00
1	" "	5	00
2	" "	10	00
4	Boy "	6	00

Over

2095 00

Invoice of The
W. C. Herndon
Good of 27 00⁰⁰
Due 19-93

"Goods"

May 30th/94. Filed
before me with Depo-
sition of P. B. Cecil
John B. West, N.P.

No 15-

2
the ~~xxxxxx~~ Store house of the said John P. Herndon at the time said invoice was made?

Answer.—This seems to be the invoice which Mr. H. Barton and myself made, at least the total amount of said invoice is the same. This is the same paper which we made. That is the inventory of all the goods that was shown us by John P. Herndon. We looked through the buildings ourselves and found no other goods except those invoiced in this exhibit. There were a good many new goods which had not been handled: these we invoiced or valued by the bills of the same, i.e. the bills of the wholesale merchants who had sold the goods. The rest of the goods we valued at their cost price, except some which were damaged and these ^{we} fixed at what we considered a fair cash value. Some of the goods were ~~xxx~~ badly damaged, of little or no value.

And further this deponent saith not.

Witness' Claim 50 cts.

P.B. Cecil

The depositions of P.B. Cecil is excepted to by all of the plaintiffs in said causes except Berry Gilliam & Co. and Cullen & Newman, because taken before they had an opportunity to cross examine said witness, the same having been taken before 9 o'clock in the morning.

Present:— E.W. Pennington, Atty. for all of the plaintiffs except those for which E.W. Ewing appears.

M.C. Parsons, another witness, being duly sworn deposes as follows:

First Ques. for defendants.—Please state your age, name, occupation and place of residence.

Answer.—I am 56 years of age, name M.C. Parsons, farmer and cattle man, and reside in Hockory Flats, Lee County, Virginia.

Second question for same.—Please State whether or not you were ever called upon by John P. Herndon to invoice or appraise some cattle &c. for him?

Answer.— I was.

Third question for same.—I give you an exhibit marked "Invoice"

voice" which I ask you to file with your deposition.

Answer.--I file the same with my deposition.

Fourth question for same.--Please state how much of the ~~pr~~ property mentioned on said exhibit you valued.

Answer.--All except the 27 calves, the lumber, the mule and 2 cows.

Fifth question for same.--With the above exceptions, please state whether or not you valued the property mentioned on said exhibit at what you considered a fair cash value?

Answer.--I did for my use. I don't handle scrub cattle like those were.

Cross-examination.

First question for plaintiffs.--Did you not offer John P. Herndon the amount at which you valued said cattle, and did he not decline to take it on the day on which they were valued?

Answer.- I did offer him the price at which they were valued and he did decline to take it, on that day.

Second question for same.-- State whether or not you did not contend at the time said cattle were valued, that they were worth something more than the price which you and Mr. Hobbs valued them ?

Answer.-I did think they were ^{worth} something more to a man who wanted to handle them. I thought those that were valued at \$10.20 were worth \$11.00 per head.

Third question for same.-- Please state whether or not you ever had any conversation with W.C. Herndon after the institution of these suits, in which conversation he admitted owing debts to said plaintiffs?

Answer.--He admitted owing part, but said he did not owe it all.

Re-examination by defendants John P. and Larkin Herndon.

First Ques.-- In answer to question one of your ^{cross} examination you state that you offered John P. Herndon the price at which you had valued the cattle, and he refused to take it. Now please

Dec. 19-1893

Invoice of cattle - Hay etc

By M. L. Parsons & L. E. Hable

27	Scrub calves	5 ⁰⁰	135 00
17	Cattle	10 ²⁰	173 40
	Hay		52 00
1	Mowing Machine		10 00
1	Wagon		11 00
1	Old Wagon		30 00
2	Oxen		50 00
1	Lot cull Lumber		10 00
50	Bar corn	Total	\$471 40

Mule sold to Emmett Parsons before
invoice

75 00

2 cows sold before invoice 20⁰⁰

20 00

\$586 40

Invoice of the
H. C. Hernandez
Cattle Day & \$47⁰⁰
Dec. 19-93

"Invoice"

May 30th/94. Filed
before me with the
Deposition of M. C.
Parsons.
John B. West
J. B.

state and repeat as near as you can the conversation that occurred between you in regard to the cattle?

Answer.--He said he ought to have more except for the yoke of oxen. I think he said that if I would take the hay at the valuation he would let me have the cattle also at the valuation. He said he could not use the hay without the cattle.

And further this deponent does not say.

Witness Claim to take M. C. Parsons

J.E.Hobbs being duly sworn deposes as follows:

First question for the defendants John P. and Larkin Herndon. Please state your age, name, occupation and place of residence.

Answer.-- I am 58 years of age, name J.E.Hobbs, I am a farmer and grazer of cattle, and live in Yokum Station Lee County, Virginia.

Second question for same.-- Please state how long you have been dealing in cattle?

Answer.-- I have been dealing in cattle more or less since I was fourteen or fifteen years of age.

Third question for same.-- Please state whether or not you were called upon by John P. Herndon in December last to value some cattle and other property?

Answer.-- I was.

Fourth question for same.--Please examine this paper which has been filed with the deposition of M.C.Parsons, and state whether or not it is the valuation or appraisement you made for the said Herndon?

Answer.--This paper is the valuation we made except the mule and two cows.

Fifth question for same.--Please state whether or not said exhibit contains what you considered at the time the fair cash price of said property?

Answer.-- It does. I valued the property at just what I then thought was a fair cash price.

Cross examination by plaintiff.

First question for plaintiffs.-- State how many of said cattle you have purchased, if any, and what did you give per head?

Answer.--In February 1894 I purchased twelve of the top cattle of the 17, and paid \$13.53 1-5 per head for them.

Second question for same.--When you purchased said cattle, how much did said Herndon ask you for them?

Answer.--I think he asked me \$14.00 perhead.

Third question for same.--Soon after you purchased for said cattle how much were you offered for them?

Answer.--I have never had an offer for them, nor have I offered them for sale. I bought them to graze.

Fourth question for same.-- How much did said cattle average by weight? at the time you purchased them?

Answer.--I weighed them and they averaged 600 lbs.

Fifth question for same.-- Please state the kind of cattle, and their ages?

Answer.--They were rough steer cattle, about three years old in the spring of 1894.

Sixth question for same.-- Did you examine the lumber, if so, about how many feet were there of it?

Answer.--The lumber was ricked up. I looked at it as it stood in the rick. I can't say how much there was in it.

And further this witness does not say. *J. E. Hobbs*

H. Barton, being duly sworn, deposes as follows:

First question for defendants.-- Please state your name, age, occupation and place of residence?

Answer.--H. Barton, age 31, merchant, Pennington Gap, Lee County, Virginia.

Second question for same.-- How long have you been engaged in the mercantile business?

Answer.-- Seventeen years.

Third question for same.--Have you heard the deposition of P.B. Cecil read, if so, please state whether or not you make the

John Cecil

same answers to the same questions?

Answer.--I have heard the said depositions read, and would make the same answers to the same questions, with this exception: There were some new goods for which we found no bills or invoice, these we appraised at what we considered them fairly worth.

Cross Examination.

First question for plaintiff.--At whose instance did you make said invoice or appraisement?

Answer.--John P. Herndon.

Second question for same.--Please state whether or not any of the parties engaged in making said invoice ^{of said goods} and valuation of said cattle &c. were drinking any on that occasion? if so who of them and to what extent?

Answer.--I think Parsons and Hobbs were drinking some, but not very much. They were not out of the way. I did not drink any myself while I was there. P.B. Cecil, I think, drank some Cinnamon or Peppermint, at night, I thought I could smell it and see its affects. If he drank anything while we were at work I do not know it or remember it.

And further this deponent saith not.

Witness' Claim 50 cts *H. Barton*

Virginia, Lee County, to wit:--I, John B. West,
a Notary Public for said County, in the State
aforesaid, do certify that the foregoing depo-
sitions of P.B. Cecil, M. L. Parsons, J. E. Hobbs
and H. Barton were each taken, sworn to,
at subscribed before me at the time, places
for the purpose mentioned in the Caption.
Given under my hand this 30th day of
May 1894. *John B. West, N. P.*

In the cases of Cowan McClung & Co. and the cases brought on to be heard therewith, vs. W.C. Herndon et als. the following facts, by the Attorneys of said plaintiffs with the Attorneys for the defendants, Larkin and John P. Herndon, are agreed; and shall be used in said causes as if they had been proven by witnesses:

First, that on the 1st day of February 1893, A.K. Debusk, W. L. Stout, D.L. Jessee, J.C. Noel and D.L. Jessee, and the estate of M.D. Richmond, deceased, with J.A.G. Hyatt as security therefor, owed said Larkin Herndon as much as the sum of \$2000.00 all together.

Second.- That said Larkin Herndon gave into the Commissioner of the Revenue of his District for taxation the sum of \$2000.00 in notes bonds, moneys and etc.

*This the 30th day of May 1894
E.W. Primmington atty. for
all said plaintiffs except Barry, Gillman
plus Cullen & Newman*

*Duncan & Hyatt Attys for
Larkin & John P. Herndon.
Jackson & Blankenship & C.W.R. Ewing
for Barry Gillman & Co. Cullen &
Newman.*

N. C. Werdow et al.

ads. $\frac{3}{3}$ Depositions.
Cowan McClure & Co.
and causes therein con-
solidated

Witnesses

P. B. Cecil : 50 cts

M. C. Parsons : 50 "

J. E. Hobbs : 50 "

H. B. Barton : 50 "

Received from Notary
before whom taken
and filed May 30th 1894
A. B. Munsey clerk

N. P.'s Fee: for 4 hours
services @ 75 cts = \$3.00

To Cowan, McClung & Co., Powers, Little & Co., Berry, Gilliam
& Co., Cullen & Newman, Ballard & Ballard Co., Cowan, Magill & Co.,
M. Milhiser & Co., Knoxville Provision Co., Butt, Young &
Co., W.W. Woodruff & Co., Crandall Harris Tobacco Works, Allen,
Stephenson & Co., George, McMillen & Co., Sandford Chamberlain
& Albers, and L.C. Younger:

You are hereby notified, that on Wednesday, the 30th day
of May 1894, at the Office of Duncan & Hyatt, in Jonesville, Va.
we will proceed to take the depositions of J.E. Hobbs and others,
which, when taken, are to be read as evidence in our behalf, in
certain suits in equity, now depending in the Circuit court of
Lee County, Virginia, wherein you are plaintiffs and we and
others are defendants; and if from any cause the taking of the
said depositions be not commenced, or if commenced, be not com-
pleted on that day, the taking thereof will be adjourned from a
day to day at the same place, until the same shall be completed.

Larkin & John P. Herndon

By counsel.

Duncan & Hyatt
Counsel.

Larkin & John P. Hendon
Add. Notice to take
depositions

Cowan McElroy Hoet
also

Legal Service
accepted for
Berry, Gilliam
Hos. & Cullen &
view man
This May 26, 1894

Legal Service
accepted for

Berry, Gilliam
Hos. & Cullen &
view man

This May 26,
1894

Calkins & Rankin

The deposition of Loraine Herndon
taken pursuant to agreement at the
office of ^{R. L. Pummington} ~~Duncan & Hyatt~~ in the Town of
Jonesville on the day of June 1894
to be read as evidence on behalf of
the Defendants in certain suits in
chancery now pending in the Cir-
cuit Court of Lee County Virginia
and brought on to be heard together
in which Cowan McClung and others
are complainants and W. C. Her-
ndon & others are defendants.

Present. R. L. Pummington for complainants
and L. T. Hyatt for Defs.

Loraine Herndon, a witness of law-
ful age being duly sworn deposes
and says.

1 question. It has been agreed by
counsel for you in this case that
for the year 1893. you were assessed
by the Cour. of Revenue for your Dist.
with \$2000⁰⁰ worth of bonds notes
&c. Please state whether you
showed said Cour. all the notes
bonds &c which you then owned,
if so how much did they amount
to at that time.

Ans.

I never exhibited any notes or
bonds, but simply told the Cour.

how much my property amounted to. I don't remember how much it amounted to, but think it was \$3000.00 or upwards of that. I don't think I told said Court. The aggregate amount of my notes and bonds at the time, I don't think I knew the exact amount of my bonds &c. at that time.

Ques 2. Please state why and how it was that you were assessed with only \$3000.00 worth of bonds &c when the face value of said property was much more than that?

Ans. My bonds and notes at least the larger part of them were in such a condition that I could not use or even control them. The several notes of H. C. Herndon were in this condition and I had doubts whether I would be able to realize any of the benefits from them or not. The note of ~~the note~~ against M. D. Richmond's est. is in the hands of the Court and so that I do not know when I can collect it.

Ques. 3. On the 1st day of Febr'y 1898 did you consider \$2000.00 a fair cash value of all bonds notes and so owned by you?

Ans. Yes, that was the estimate which the Court, and myself made.

Cross Examination:-

1st Ques.- Did the Commissioner swear you to the statement you made to him of the value of your property?

Ans- He did.

2nd Ques. Give the names of the persons who owed you at that time & the amount.

Ans. M. D. Robinson about \$1000.00 including interest,

Craig Herndon	about	2000.00
---------------	-------	---------

J. C. Boer	"	90.00
------------	---	-------

Wm Stout	"	500.00
----------	---	--------

Lee Jassen	"	250.00
------------	---	--------

H. K. Deburk	"	100.00
--------------	---	--------

A. D. Litter	"	35.00
--------------	---	-------

J. P. Herndon	"	200.00
---------------	---	--------

Marion Smith	"	50.00
--------------	---	-------

H. P. Litter	"	100.00
-------------------------	---	-------------------

Making a total of-	"	\$4720.00
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If any others owed me at that time I do not remember it.

3rd Q- Did you regard these notes bonds

re. solvent at that time?

Answer -
4th Q

I did regard them as solvent.

~~Did any of them give you~~
security. There is only one

Ans.

Yes. The note against Richmond was
secured by J. H. Dyott as surety,
and the Wm. Slott note was secured
by D. S. Pearson, and the J. Hall note
was secured by D. L. Jones as surety.
And the W. C. Stinson note was se-
cured by his wife Cynthia Stinson.

5th Q

Why did you have doubts of realizing
the money due by W. C. Stinson?

Ans.

Because he undertook, generally,
more than he could accomplish.
He got money from me a great
many times, the wanted often
get in a hard place and come
to me for money - I wanted
him to let him have a little
more money to help him out
of the tight places.

6th Q

What was the date of the last
loan you made to him -
and how much did it am-
mount to?

Answer

It was about the first
part of August, ¹⁸⁹³ and amounted
to about \$75.00

7th Q

Would your honor accepted \$2000⁰⁰ Cash
for the bonds notes &c. which you
had at that time, if you had
then offered it, and turned them
over without recourse on you?

Ans.

I would not, because I did
not need the money; It was
my object to have my money
an interest rather than laying
around in cash, But I don't
think they could have been
sold for more than that cash.

8th Q

Did you have any cash on
hand at that time?—

Ans.

To the best of my recollection
I did not have over \$100⁰⁰

9th Q

How much was the face
value of your notes bonds
and so on over your liabilities?

Ans.

As stated heretofore, the face
value was about \$4220⁰⁰

And further this depa-
rment says it not.

Larkin Herndon
Virginia, Lee County: to wit:—

L. A. B. Muncy clerk of the
Circuit Court for Lee County do

hereby certify that the foregoing
deposition of Larkin Pearson
was ^{duly} taken before me at the
time place & manner mentioned
in the caption and that the
same was done according
to law & given under my
hand this the 5th day of
June, 1894 A B Minsey Comr
in Chancery

W. C. Herndon
and Depositions

Cowan McBlung^{to}
Filed June the 5th
1894
A. B. Munsey
Clerk

Done 10 3

The deposition of S. F. F. Richmond,
taken before me, E. W. R. Ewing, special
comm. in the case of Leamon, Mc-
Clung & Co., et al vs. W. L. Herndon, et al,
pursuant to my notice for the tak-
ing of the account in this cause, ^{which} ^{is} ^{not}
here filed, and to be read in de-
termining the questions submitted to
me as such comm. by decree of
Circuit Court of Lee County, Va., in
which court this cause is pending,
on the 4th day of Oct., 1894.

Ques. S. F. F. Richmond, witness being sworn deposes as follows:
I take the five papers handed you
marked 1. 2. 3. 4. 5, and state what
time in the day of the 7th day of
June 1894, ^{then} were filed for record.

Ans. To the best of my recollection those
so numbered were handed to me after
night of the day of the 7th.

And further this deponent, with not-
C. F. F. Richmond

I, E. W. R. Ewing do certify that the
above deposition of S. F. F. Richmond was
taken ^{subscribed & sworn to} before me for the purpose in the
caption stated, & at the office of Orr,
Bloukenship & Ewing in Leesville, Va., on
the day above stated. Given under my
hand this Oct. 7th, 1894.

E. W. R. Ewing,
Special Comm.

Crown W. L. H. Co.

17. Deposition

W. L. Herndon et al.

S. V. F. Richmond.

D.

In Chancery.

To the Hon. W.T. Miller, Judge of the Circuit Court of Lee Co.

The undersigned, E.W. Pennington, was on the day of June 1894, by your honor, appointed in the said chancery cause, as a commissioner to sell the lands in the bills and proceedings mentioned in the said causes as the lands of W.C. Herndon, begs leave to report, that after advertising the time terms and place of sale for 30 days at the front door of the Court-house of Lee County, at the Post Office in the town of Pennington Gap, Va., and in the vicinity of the lands to be sold, on the 20th. day of August, 1894, that being a Court day, at the front door of the Court-house of Lee County, in the presence of a large crowd of people, at public outcry, he offered the lands in the bills and proceedings mentioned, or enough thereof for sale, on a credit of one and two years time, except a sum sufficient to pay the costs in the said suits and commissions of sale which he required to be paid down, to pay the debts in the said bills and proceedings mentioned. After a considerable effort, and after crying the sale for a long time, R.L. Pennington for the creditors of the said W.C. Herndon mentioned in the said causes, gave the best bid for the entire lands of the said W. C. Herndon, and accordingly the lands were knocked off to him for the several creditors of the said W.C. Herndon, and whose debts are reported, or in some way sought to be recovered in the said several causes. The price being bid by him being the said several creditors said several debts mentioned in the said several causes now pending in the said Court for the purpose of Collecting their debts, and the Costs and commissions of sale. This bid appears to have been given by virtue of a writing signed by all of said creditors, authorizing and empowering the said R.L. Pennington to bid in all of said lands for their several debts and the costs of suits, if no one bid a sum sufficient to pay the same. Your commissioner could not get another bid from any one for a sum sufficient to pay the debts mentioned in the several causes and the costs of

the several suits pending against the said W.C. Herndon et als. so the whole of W.C. Herndon's lands in said causes mentioned were knocked off to the said R.L. Pennington, as aforesaid. And the said R.L. Pennington has paid to your commissioner the sum of ~~\$686.34~~ *Six* Hundred and *Eighty Six* dollars, and ~~thirty three~~ *thirty three* cents, the amount of the costs and commissions of sale in the said several suits *in Lee County*.

Your commissioner has disbursed the said costs as follows:

Paid A.B. Munsey, Clerk of Circuit Court.	\$ 155 74
" C.E. Flanary, Sheriff of Lee County.	\$ 43 60
" W.M. Pennington for serving notices to take depositions \$	35 00
" S.V.F. Richmond County Court clerk for records etc. . . . \$	34 50
" W.P. Dryden & Sons for orders of publication.	\$ 80 00
" A.G. Hyatt for taking depositions.	\$ 27 30
" R.L. Pennington for copying records.	\$ 67 50
" Pennington Bros. atys. fees in 14 cases	\$ 140 00
" Jackson & Blankenship attys, fees <i>& costs</i>	\$ 20 00
" Retained for commissions of sale.	\$ 106 50

686 34

As the said lands were bid in by the said Pennington for the benefit of the creditors as aforesaid, your commissioner took no notes, because if the sale is confirmed to the purchasing creditors as aforesaid, the same is paid for, and they would be entitled to a deed. The said R.L. Pennington has a paper signed by all the said creditors appointing him a trustee to receive the title to the said lands, and hold the same for the benefit of the said creditors. Your commissioner thinks that this is the best sale that can be made of the said lands, so he recommends the confirmation of the same.

All of which is respectfully submitted.

This the 28th. day of September, 1894.

R.L. Pennington . . . Special
Commissioner.

1894

This report is excepted to, because the
Copies of deeds & records taxes the
costs of such County Court clerk
and the Court of Sales pays the same
\$67.50 to R. L. Peimington his partner
at law, and not to such clerk from
whose records said copies were made
but not certified by said clerk

See 3179 Code 1887. 4th rat. of 1st

Minor Page 793 fig 1ⁿ

Duncan Hyatt P.

See 4th page - part 1 page 184

Cowan Mc Clung & Co. et al -

U.S. } Report of R. L. Peimington
Court for Sale of Land

W.C. & L. L. L. et al -

Filed October 16th 1894

Attest M. W. Munnay

Cowan, McCumby et al Campbells
vs. }

W. H. Stinson et al Defts:

S. V. H. Richmond clerk of
the County Court of La. County
objekt to the Confirmation of
the Commissioners report of
sale of Land, because
1st Commissioner has not
paid him fees. He does
not claim to have made
or certified the exhibits in
plaintiffs bills, but as they
were copied from the deed
books; he claims he is
entitled to fees therefor.
Plaintiffs in said Causes
submit that \$500 show
what fees clerks are entitled.
They submit that Richmond
is not entitled to the amount
which the Clerk taxed as
costs for him; that it
was improperly taxed to
him, and should not be
paid to him, but ordered to
be refunded to them. ^{if not paid to R. C. Pennington} They
say that R. C. Pennington
one of their attys. were entitled
to examine the records of
the County Court ^{and to take copies therefrom} without
paying anything therefor; so

that the expectations of the said
Richmond to said report should
be overruled, and said report
confirmed. See 4 Min. p. 210

Pennings Pro
for Carter, McLeary & Co

Deed Book No. 22, page 100.

THIS Bill of conveyance made this the 20th day of February 1880, and Between Tobias Hughes and Martha Hughes and Paggie Parsons of the First part and all of the county of Lee and State of Virginia and William C. Herndon of the county and State aforesaid. Witnesseth that for and in consideration of the sum of eight hundred dollars to them paid by the receipt of which is hereby acknowledged the parties of the first part do ~~by~~ bargain sell and convey unto the parties of the second part a certain tract or parcel of land lying and being in the county of Lee and State of Virginia situated on Roanoke Creek watershed the north Fork of Roanoke River being two hundred acres be the same more or less and bounded as follows to wit: being the land where Tobias Hughes now lives and adjoining the land of Samuel Parsons, James Sullivan and William Flier and the parties of the second part do have and do hold forever. and the parties of the first part ~~the land~~ ^{do hereby} convey. Witness the following signatures and seal the day and date above written.

Tobias Hughes (seal)

Martha Hughes (seal)

Samuel Parsons (seal)

State of Virginia:

County of Lee

I, W. C. Herndon, a Justice of the peace for the aforesaid County, do certify that Tobias Hughes and Martha Hughes his wife and Paggie Parsons whose names are signed to the foregoing, did date on the 20th day of February 1880 acknowledge the same before me in my office and swore aforesaid to be their act and deed and does not wish to retract it.

and Seal -
Given under my hand this the 20th day of February 1890

P. H. Parsons J. P.

Virginia Lee County, to wit: In the Office of the clerk
of the said county May the 20th 1890 this deed was presented
and with the certification thereof signed and written as record.

Test John H. Gibson clerk.

Virginia Lee County to wit: *John H. Gibson*
Personally appeared before me *J. E. V. Pennington* a justice pub-
lic in and for the said county *James H. Pennington*
and made oath that he had copied the foregoing deed from
the records of the county & court of Lee County on file in
clerk's office of the said county court, and that the same
is a true and correct copy thereof. Given before me this the ____
day of Feb. 1890.

J. P.

H. C. Herndon

From { Copy of dual

Thomas Hughes

Fee for Copy \$0.50

for
Patience Pennington (SEAL)

for
Martha J. Robins (SEAL)

for
Dinah Pennington (SEAL)

for
Green B. Pennington (SEAL)

for
Susan Pennington (SEAL)

for
Mary A. Robins (SEAL)

State of Virginia : to wit

County of Lee :

I, Francis M. Parsons a justice of the peace for the aforesaid county and State do certify that John C. Pennington and Patience Pennington his wife Martha J. Robins and Dinah Pennington whose names are ~~signed~~ signed to the foregoing deed bearing date on the the 19th day of March 1890, acknowledged the same in my county and state aforesaid to be their act and deed and does not wish to retract it. Given under my hand ^{with seal} the day and date first above written F.M. Parsons J.P.

State of Kentucky, County of Perry

I, Ira J. Davidson clerk of the county court for the county and state aforesaid do certify that the foregoing deed ~~XXXXXX/XXXXXX~~ of conveyance from John C. Pennington to William C. Herndon was this day produced to me in the county aforesaid and acknowledged before me by Green B. Pennington and Susan his wife to be their act and deed and the same is certified to the proper officer for record. Given ^{under} my hand this the 19th day of March 1890

Ira J. Davidson clerk

By G. R. Cornett D.C.

State of Virginia : to wit:

County of Lee ;

I, F.M. Parsons, a justice of the peace for the aforesaid ~~county and state~~

county and state do certify that Mary A. Robins whose name
/ 16/ have signed to the foregoing deed bearing date on the 10th
day of March 1890, acknowledged the same before me in my
county and state aforesaid to be her act and deed and does not
wish to retract it given under my hand the 7th day of April
/ 1890. W.M. Parsons J.P.

Virginia Lee County, to wit:

In the office of the clerk of the said county
May the 6th 1890 this deed / was presented and with certified
copies thereof annexed was admitted to record

Test John H. Gibson Clerk.

A copy of this deed is filed in the records of the county

Virginia Lee County, to wit:

1?E.W. Pennin, son, a notary public in and for the
county and state aforesaid do hereby certify that R.L. Pennin
son personally appeared before me in my county and state
aforesaid and made oath that he had copied the foregoing deed
from the records of the county court, and that the same is a
true transcript thereof and given under my hand this the

July
day of 1894

W.P.

A.C. Hurd.

From } Copy of News
John C. Hurd.

For far Copy \$0.75.

Th. C. Skinderson

From { copy of Deed

M. C. Farrar

Fee for copy

\$0.25

DeedBook 110/25 page 100

This deed made this the 7th day of March 1867 between John C. Stapleton and Almira Stapleton his wife of the first part and W. Chas. Hendon of the second part all of the county of Lee and State of Virginia. Witnesseth that in consideration of the sum of two hundred dollars in hand paid and secured to be paid by the party of the second part ^{by the party of the first part} the receipt of which is hereby acknowledged, the said party of the first part by these presents give grant sell and convey unto the party of the second part a certain tract or parcel of land lying and being in the said county of Lee and on Jones Creek in the Crab Orchard containing by estimation thirty and a half acres be the more or less ~~and~~ bounded as follows: Beginning on the 1st pole line 20 poles from white oaks and hemlocks on the north side of a branch at a white oak S 60 E 00 poles to a red oak on the top of a ridge and with said ridge S 60 1/2 W 20 poles to a pine and chestnut on the top of a high spur N 60 1/2 W 20 poles to a white oak and chestnut N 60 W 10 1/2 poles to two chestnut oaks S 60 1/2 W 20 poles to a sour wood hickory and two dead spanish oaks, (now gone) N 61 1/2 W 30 poles to a chestnut at the top of a deep hollow N 60 E 00 to the Beginning. To have and to hold the said tract ^{or parcel} of land and its appurtenances unto the party of the second part ^{for his heirs} forever And the party of the first part covenant that they will warrant generally the title to the land hereby conveyed And the party of the first part hereby reserve to themselves the vendor's lien on said land untill the purchase money therefor is fully paid witness the following signature and seal,

John C. Stapleton (seal)

Almira Stapleton (seal)

Virginia Lee County, to wit :-

I, John A. G. Hyatt, com'r in chan. for &c do certify that John C Stapleton, whose name is signed to the foregoing deed dated March the 7th 1887 personally appeared before me in the said county and acknowledged the said writing to be his act and deed. Given under my hand this the 7th day of March 1887

J. A. G. Hyatt Commissioner.

Virginia Lee County, to wit - ----- I, John A. G. Hyatt Commissioner in chancery for the county do certify that Almeda Stapleton wife of John C. Stapleton whose names are signed to the foregoing deed ^{dated} ~~dated~~ on the 7th day of March 1887 personally appeared before me in the county aforesaid and being examined by me privily and apart from her husband and having the deed fully explained to her she declared she had willingly signed and executed the same and did not wish to retract the same. Given under my hand and seal this 29th day of August 1888.

John A. G. Hyatt Com in chancery for Lee county court.

Virginia Lee County ~~xx/xx/xx~~ Clerk's office, Feb. 7th 1894

The foregoing deed bearing date March the 7th 1887 between John C. Stapleton and Almeda his wife of the first part and W. C. Merndon of the second part all of Lee county Va. was this day filed in the clerk's office and admitted to record upon the foregoing certificate of John A. G. Hyatt a commissioner in chancery for Lee county court. Test John R. Gibson Clerk Virginia Lee county ~~xx/xx/xx~~ to wit:-

This day R. L. Pennington personally appeared before me a notary public for the said county and made oath that he had copied the foregoing deed from the records of the said county court and that the same is a true transcript from the said records, on file in the county court clerk's office.

This Feb.

1894.

A. C. Henderson

From Copy of And

John C. Stephens

~~~~~

For far copy -

\$5.50



Deed Book 10.25 ,page 100 .

This deed made this the 30th day of July 1889 between John  
B. Pennington and Larkin Herndon of the ~~first~~ <sup>first</sup> part and William  
C. Herndon of the ~~second~~ <sup>second</sup> part J. B. Pennington now a resident  
of Hawkins county Tennessee and the other named parties of Lee  
County Virginia . Witnesseth that in consideration of the sum  
\$50.00 fifty dollars in hand Paid the receipt of ~~which~~ <sup>thereof</sup> is  
hereby acknowledged the said John B. Pennington and Larkin  
Herndon do grant bargain and sell unto the said William C. Her-  
ndon a certain tract or parcel of land lying and being in the  
county of Lee and State of Virginia it being the remaining part  
of a tract of land assigned to John B. Pennington Sr. by com-  
missioners it being a part of the Mc Gradie Survey bounded as  
follows to, wit : Beginning at the mouth of Jones Creek cross-  
ing the North Fork of Powell's River southwardly up the north  
side of Stone Mountain with partition line to the top of said  
mountain thence <sup>thence</sup> eastwardly to the top of same with the varie-  
ous meanders thereof to the original Mc Gradie line and with ~~the~~  
line thereof northwardly to the North Fork of Powell's River  
thence westwardly with such many and varied meanderings thereof  
to the beginning . And the aforesaid John B. Pennington and Lar-  
kin Herndon do covenant and agree with the said William C.  
Herndon to warrant generally the land hereby conveyed with  
all its appurtenances . Witness the following signatures and  
seals . The number        of acres be it by the boundary be the  
same more or less .

John B. Pennington (seal)

Larkin Herndon (seal)

Virginia Lee county to wit :

I John A. G. Hyatt clerk for the circuit for Lee co-  
unty state aforesaid do hereby certify that John B. Pennington



and Larkin Herndon whose names are signed to the foregoing  
deed bearing date on the 30th of July, 1888 each personally  
appeared before me and acknowledged the same to be their act  
and deed for the purposes therein stated. Given under my hand  
this 7th Sept 1889/J. G. Hyatt Clerk.

Virginia Lee County, to wit :

In the office of the clerk of the said county, May the 6th 1890  
this deed was presented and with its certificate herein annex-  
ed admitted to record.

Teste J. G. Hyatt, Clerk.

Virginia Lee County, to wit :

This day H. L. Pennington personally appeared before me a notary  
public in and for the county/jurisdiction aforesaid and made ~~at~~  
oath that he had copied the foregoing deed from the records of  
the said county court on file in his clerk's office, and that  
the same is a true and correct transcript. This 7th Sept 1891.

H. L. Pennington



H. C. Henderson

From Copy of Dr's

John B. Fennell's

~~~~~

The far copy

\$0.00

George McMillan & Co

v.s. } Copy of Dads

H.C. Hudson Hole

Free for Copies

~~28~~ / ~~28~~

appearances thereunto and the said William C. Harrison and
Archibald Hamilton parties of the first part do hereby certify
the facts in the above recited petition the following
signatures and seals the year and day first written.

W. C. Harrison (Seal)

Archibald Hamilton (Seal)

State of Virginia, County of Lee ss. :

I, J. J. Parsons a Justice of the Peace in and for the
County and State aforesaid do hereby certify that William C. Harrison
and Archibald Hamilton parties of the first part do hereby certify
the facts in the above recited petition the following
signatures and seals the year and day first written.
W. C. Harrison (Seal)
Archibald Hamilton (Seal)

Witness my hand and seal the day and year first written.

In the office of the Clerk of said County on the 10th day of
May 1866 this deed was presented and do hereby certify the cer-
tificates thereunto annexed are correct as returned.

Test : J. J. Parsons, Clerk

Witness my hand and seal the day and year first written.

This day J. J. Parsons a Justice of the Peace in and for the
County and State aforesaid do hereby certify the facts in the
above recited petition the following signatures and seals the year
and day first written. This is the _____ day of May 1866.

J. J. Parsons

with the said Willi as C. Herndon that they will warrant
generally the title to the land hereby conveyed. Witness
the following signatures and seals ~~Larkin B. Herndon (seal)~~

John R. Pennington (seal)

Larkin Herndon (seal)

Virginia Lee County to wit :

I, John A. G. Hyatt Clerk in chancery for Lee
County, certify the same being a court of record to certify
that John R. Pennington and Larkin Herndon, whose names are
signed to the foregoing ~~xxx/xx/xx~~ deed bearing date on the
10th day of Jan 1884, personally appeared before me in my
county aforesaid and each acknowledged the same to be their
act and deed for the purpose therein stated.

Given under my hand this the 10th day of January 1884

J. A. G. Hyatt Clerk

Virginia Lee County Court Clerk's Office March 10th 1884

The foregoing deed bearing date Dec 10 on 1883 between John
R. Pennington and Larkin Herndon ~~xxx/xx/xx~~ of the one part
and William C. Herndon of the other part all of Lee County
Va. was this day filed in the ~~clerk's~~ office and admitted to
record upon the certificate of J. A. G. Hyatt Clerk for Lee
County Va.

Test J. R. Gibson Clerk.

I J. R. Pennington, hereby public in and for the county of
Lee and State of Va. do hereby certify that R. L. Pennington
personally appeared before me and made oath that he has
copied the foregoing deed and that the same is a true transcript
of record on file in the county court ~~xxx/xx/xx~~ clerk's office
Given under my hand this the ____ day of Feb. 1884.

M. C. Henderson

From } Copy of Recd
John B. Peckington
Larkin Henderson

See far Copy 8.30

Deed Book No . 20 . page 111

THIS DEED made this ~~11th~~ Dec. 11 " in the year of our Lord 1869
between Rebecca J. Robins and James A. Robins of the first
part and William C. Herndon and Cynthia Herndon ~~of the~~
his wife of the county of Lee and state of Virginia of the
second part WITNESSETH that for and in consideration of the
sum of \$95.00 Dollars in hand paid the receipt ~~of~~ whereof is
hereby acknowledged the said party of the first part do grant
bargain and sell to the said party of the second part all of ~~of~~
their right title and undivided interest in the Charles ~~V~~
Pennington Farm lyin and being in the said county of Lee
and lying on the waters of Jones creek and bounded as follows
BEGINNING on a beech and white oak on east bank of Roads creek
near its mouth thence southwardly to a poplar on Jones creek ~~X~~
thence ~~westwardly~~ eastwardly to a white oak on the top of ridge
thence north/eastwardly to a white oak on a flat thence north-
westwardly to a wagon road thence southwardly to a beech on a
mouth of a hollow near the head of Jones creek thence south-
wardly with said creek to Joseph Marcum's corner thence
southwardly with said Marcum's line to the old Charles
Pennington line thence southwardly back to the Beginning .
and the said party of the first part do covenant with the
party of the second part that they will warrant generally the
land hereby conveyed . Witnesseth the following signatures
and seals .

^{his}
James ~~X~~ A. Robins (seal)

^{my}
Rebecca ~~X~~ Robins (seal)

Witnesses

A. Graham

Z.T. Robins

Perkins county, Chickasaw Nation Feb 22/70

Ervin Springs

Chickasaw Nation Perkins County Chickisaw Nation Feb 22/90

Personally appeared before me S.W. Wallace a U.S. Commissioner James H. Robins and his wife Rebecca Robins to me well known and signed and acknowledged to me that it was for ~~the~~ consideration therein expressed and set forth the above and foregoing deed or instrument of writing convey a tract of land to WILLIAM C. HERNDON and his wife This Feb 22nd/890

Samuel W. Wallace

U.S. Comm for Indian

Territory

Virginia Lee County to wit: In the office of the clerk of the said county May the 6th 1890 this deed was presented and with the certificate thereto annexed admitted to record

Test John R. Gibson Clerk.

Virginia Lee County to wit;

N.L. Pennington, ^{Notary} and for the said county and state aforesaid do certify that N.L. Pennington personally appeared before me in my county aforesaid and made oath that he copied the foregoing deed from the records of the county court of Lee county on file in the clerk's office of the county court of said ~~the~~ county, and that the same is a true transcript from the record. Given under my hand this the ____ day of Feb. 1894.

N.P.

H. C. Sturges

From Copy of deed
Rebecca Robins et al

See far copy #0.310

Deed Book 20 .page 112

This deed made this 11th Nov 1839 by and between H.C. Parsons
of the first part and Craig Herndon of the second part both of
the county of Lee and state of Virginia. Witnesseth that the
party of the first part doth grant bargain sell and convey
unto the party of the ~~first~~ ^{second} part his undivided interest in the
Charles Pennington now deceased estate that he bought of
Anderson Robins and wife heirs aforesaid Charles Pennington
for the sum of one hundred dollars in hand paid the receipt
of which is hereby acknowledged. The aforesaid H.C. Parsons
binds himself to warrant the land hereby conveyed forever.
Witness my hand and seal day and year first written.

H.C. Parsons (seal)

Virginia Lee County to wit: _____ J.V.B. Kelly notary public
for the aforesaid county/ do certify that H.C. Parsons whose ~~name~~
name is signed to the ~~foregoing~~ deed bearing date Oct 20th 1839
last personally appeared before me in my county aforesaid and
acknowledged his signature to this deed to be correct for the
purpose mentioned in the above deed. Given under my hand this
Nov 20th 1839.

J.V.B. Kelly N.P.

Virginia Lee County to wit: _____ In the ~~office~~ office of the
clerk of the said county May the 20th 1839, this deed was pre-
sented and with the affidavits thereto annexed admitted to
record.

Test John Gibson Clerk.

Virginia Lee County to wit: _____ This day R.I. Pennington
personally appeared before me notary public for the afore-
said county, in my county aforesaid, and made oath that he
had copied the foregoing deed from the records of the county
court of said county, on file in the clerk's office of the said
county court, and that the same is a true transcript there-
from. Sworn before me ~~on~~ this 20th Feb _____ 1839.

N.P.

H. C. Hudson

From Copy of Des

M. C. Parra

~~~~~

For Copy

\$0.25



Deed Book No 23 Page 110 .

This deed made this the 7th day of March 1867 between John C. Stapleton and Aimedia Stapleton his wife of the first part and W. Craig Herndon of the second part all of the county of Lee ~~As~~, state of Virginia. Witness that in consideration of the sum of Two Hundred dollars in hand paid and secured to be paid by the party of the second part on the part of the first part the receipt of which is hereby acknowledged, the said party of the first part by these presents give grant sell deliver and convey unto the party of the second part a certain tract or parcel of land lying and being in the county of Lee and on Jones Creek in the Graborchard containing, by estimation thirty and a half acres be the more or less bounded as follows Beginning on the 1 - pole line 20 poles from white oaks and beeches on the north side of a branch at a white oak S 25 W 30 poles to a red oak on the top of a ridge and with said ridge S 90 1/2 W 30 poles to a pine and chestnut ~~7/4~~ on the top of a high spur N 60 1/2 W 20 poles to a little gum and chestnut N 70 W 15 poles to two chestnut oaks S 35 1/2 W 30 to a ~~four~~ four wood hickory and two dead spanish oaks, (N 60 E 1 1/2 W 30 poles to a ~~pine and~~ chestnut at the top of a deep hollow N 60 E 30 poles to ~~X X chestnut~~ the beginning. To have and to hold the said tract of land with all of its appurtenances unto the party of the second part and his heirs forever. And the party of the first part covenant that they will warrant the title to the land hereby conveyed. And the party of the first part hereby reserve to themselves the vendor's lien ~~vendor's~~ on said land until the purchase money therefor is fully paid. Witness the following signature and seal

John C. Stapleton (Seal)

Aimedia Stapleton (seal)



Virginia Lee county to wit :

1, John A.G. Hyatt Comr in Ch. for &c do certify that John C Stapleton, whose name is Signed to the foregoing deed dated March the 7th 1887 personally appeared before me in the said county and acknowledged the said writing to be his act and deed. Given under my hand this the 7th day of March 1887.

J.A.G. Hyatt Comr &c.

Virginia Lee County to it : -- 1, John A.G. Hyatt Commissioner in Chancery do certify that Almeda Stapleton Wife of John C. Stapleton whose names are signed to the foregoing deed dated March the 7th 1887 personally appeared before me in the county aforesaid and being examined by me privily and apart from her husband and having the deed fully explained to her she declared she had willingly executed the same and did not wish to retract the same. Given under my hand and seal this the 29th day of August 1888.

A J

J.A.G. Hyatt, Comr in chancery

for the county court

Virginia Lee County Clerk's Office, Feb 7th 1888

The foregoing deed bearing date March the 7th 1887 between John C. Stapleton and Almeda his wife of the first part and A. J. Herndon of the second part all of Lee County Va was this day filed in the clerk's office and admitted to record upon the foregoing certificates of John A.G. Hyatt a comr in chancery for Lee County Court.

Test John R. Gibson Clerk

Virginia Lee County to wit :

This day A.J. Herndon personally appeared before me a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the said county court on file in the office of the said county clerk.

And hereby certify that the same is a true  
transcript - therefore, this Feb. 7 - 1888

J.R.

true trans-



H. C. W. W. W.

From copy of Dec 8

John C. Stephens & wife

For copy

\$0.50



Deed Book No. 20, page 10.

This deed made this the 24th day of July 1881 between John B. Pennington and Larkin Herndon of the first part and William C. Herndon of the second part. J.B. Pennington now a resident of Hawkins County, Tennessee and the other named parties of Lee County Virginia. Witnessed in consideration of the sum of \$500.00 fifty dollars in hand paid the receipt of which is hereby acknowledged the said John B. Pennington and Larkin Herndon do grant bargain and sell unto the said William C. Herndon a certain tract or parcel of land lying and being in the county of Lee and State of Virginia it being the remaining part of a tract of land patented to John B. Pennington Sr. by survey and being a part of the No. 10000 Survey bounded as follows to wit: Beginning at the corner of Jones Creek crossing the North Fork of Powell River southerly by the North end of same corner with partition line to the top of said mountain thence southerly the top of same with the various meanders thereof to the original No. 10000 line and with the line thence southerly to the North Fork of Powell River thence southerly along said river and various meanderings thereof to the beginning. And the aforesaid John B. Pennington and Larkin Herndon do covenant and agree with the said William C. Herndon to warrant lawfully the land hereby conveyed with all its appurtenances. Witness the following signatures and seals. The number of acres to be by the boundary be the same more or less.

John B. Pennington (seal)

Larkin Herndon (seal)

Virginia law clerk to wit:

I John A. Hight clerk for the circuit for Lee County state aforesaid do hereby certify that John B. Pennington



and Larkin Herndon whose names are signed to the foregoing  
deed bearing date on the 24th of July 1880 and personally  
appeared before me and acknowledged the same to be their act  
and deed for the purposes therein stated. Given under my hand  
this 7th Sept 1880 J. F. [unclear] Clerk.

Virginia Law Court, do this :

In the office of the clerk of said court on the 10th day of 1880  
this deed was presented and with the necessary and correct  
of admitted to record.

Teste J. F. [unclear] Clerk.

Virginia Law Court, do this :

This day J. F. [unclear] personally appeared before me a notary  
public in and for the County of [unclear] State of Virginia and made  
oath that he has copied the foregoing deed from the records of  
the said court and on this is his clerk's office, and that  
the same is a true and correct copy of the original. This 7th Sept 1880.

J. F.



A. C. Henderson

From { copy of Dues

Wm B. Huntington

~~~~~

Fee for copy

\$0.50

Feed Toss to page 104.

THIS DEED OF CONVEYANCE made this the 10th day of March
1830 by and between John C. Pennington and Frances Pennington
his wife Martha J. Roberts and Mary A. Roberts of the county of
Lee and State of Virginia and Joseph Pennington and Joseph
his wife of the county of Perry and State of Kentucky of the
first part and William C. Harrison of the county of Lee and
State of Virginia of the second part witness that for and
in consideration of the sum of good to them in hand paid
the receipt of which is hereby acknowledged the said parties of
the first part do hereby bargain sell and convey unto the par-
ties of the second part all of their right title and
interest in the Charles Pennington tract of land lying and
being in the county of Lee and State of Virginia on the waters
of Jones Creek and bounded by the line of the said tract of
a bench and white oak on the east bank of Jones Creek running
southerly to a poplar ^{eastwardly} ~~standing~~ ^{marked} on the top
of a ridge thence northerly to a white oak on a line thence
north westerly to a sugar road and with said road southerly
westerly to a bench at the mouth of the first hollow near the
bank of Jones Creek and with said creek to the mouth of said
creek to Joseph Matthews corner thence westerly with said line
to the beginning the Charles Pennington line and with said line
to the beginning the parties of the first part do hereby
grant and convey unto the parties of the second part the above
part to have and to hold forever. Witness our following
signatures and seal this the 10th day of March 1830.

John C. Pennington (Said)

Francess Pennington (Said)

Martine J. Robinson (seal)

Green B. Pennington (seal)

Green B. Pennington (seal)

Susan Pennington (seal)

Mary Robinson (seal)

State of Virginia County of Lee do sit

I, Frances M. Parsons a justice of the peace for the aforesaid county do certify that John C. Pennington and Philomene Pennington his wife and Green B. Pennington whose names are signed to the foregoing deed bearing date on the 18th day of March 1880, acknowledged the same in my court aforesaid to be their act and deed and does not wish to retract it. Given under my hand and seal the day and date above written.

F. M. Parsons J.P.

State of Kentucky County of Perry

I, J. J. Davidson clerk of the county court for the county and state aforesaid do certify that the foregoing deed of conveyance from John C. Pennington to William C. Bennett was this day produced to me in the county aforesaid and acknowledged before me by Green B. Pennington and Susan his wife to be their act and deed and the same is certified to be proper office for record. Given under my hand this 18th day of March 1880.

J. J. Davidson Clerk.

By W. H. Bennett De.

State of Virginia County of Lee do sit :

I, F. M. Parsons a justice of the peace for the aforesaid county do certify that Mary A. Robinson whose name is signed to the foregoing writing bearing date on the 18th day of March 1880, acknowledged the same before me in my court and state aforesaid to be her act and

in my county and made aforesaid to be her act and deed and
and does not wish to be put to it. Given under my hand
the 10th day of April 1880

F. J. Parsons J.P.

Virginia 1st County, to wit:
In the office of the clerk of the said county this day
was presented with the certificate of the said clerk and
admitted to record.

Test John H. Wilson Clerk.

Virginia 1st County, to wit:

John H. Wilson personally appeared before me a Justice
of the Peace in and for the county and State aforesaid and made
oath that he had seen the foregoing deed from the records of
the County Court of the County on file in the Clerk's office of
the said County Court and that the said deed is a true and
correct copy thereof. Given under my hand this 10th day of April
1880.

J.P.

M. C. Hummer

From 1/2 copy of deed

John C. Hummer to

~~~~~

For 1/2 copy \$1.75



and Book No 20 page 106.

THIS deed of conveyance made the 1st day of Feb 1880 by and between Tobias Hughes and Martha Hughes wife of Pappie Parsons of the first part all of the county of Lee and state of Virginia and William C. Parsons of the county and state aforesaid witnesses that for and in consideration of one sum of Eight Hundred dollars in hand paid the receipt of which hereby acknowledged the parties of the first part do bargain sell and convey to and to the heirs of the second part a certain parcel of tracts of land lying and being in the county of Lee and State of Virginia situated on lands of the waters of the Potomac River being one hundred acres be the same more or less and bounded as follows to wit being the land where Tobias Hughes now lives and adjoining the land of Pappie Parsons, James Quinn and Mathias Zion and parties of the second part do have and do hold forever and the parties of the first part warrant specially the land hereby conveyed Witness our following signatures and seal the day and date above written.

*See*  
Tobias Hughes (seal)  
*Martha*  
Martha Hughes (seal)  
*make*  
Pappie Parsons (seal)

State of Virginia County of Lee;  
I, W. C. Parsons a Justice of the peace for the aforesaid county and state do certify that Tobias Hughes and Martha Hughes his wife and Pappie Parsons whose names are put to the foregoing deed <sup>hearing</sup> made on the 1st day of February 1880 acknowledged the same before me in my court and state aforesaid to be their act and deed and does not wish to retract it.



Given under my hand and seal this 20th day of February  
1890.

W. M. Parsons, J.P.

Virginia Lee County, Mo. ss :

In the office of the clerk of the said county, Mo.  
the 20th 1890 this deed was presented and with the certificate  
of the recorder of the said county, Mo. record

Test John. Wilson clerk.

Virginia Lee County, Mo. ss :

I, the said W. M. Parsons, personally appearing before  
me P. V. Jamison a justice of the peace in and for the county and  
state aforesaid and made oath that he has copied the foregoing  
deed from the records of the county court on file in the  
clerk's office of the said county and that the same is a  
true and correct copy of the original. Given under my hand and  
seal this 20th day of February 1890.

W. M.



H. C. Henderson

From { Copy of Dec 8

Thomas Stoughton

---

Two for Copy \$0.50



Cowan M.<sup>c</sup> Clung & Co  
v.s. } the Chanc  
H.C. Stinson et al

---

Copy of following Deeds  
to H.C. Stinson  
From

- 1 John & Hugh & wife
  - 2 John C. Pennington et al
  - 3 John B. Pennington et al
  - 4 John C. Stople & wife
  - 5 Martha Robins et al
  - 6 M.C. Parham
  - 7 John B. Pennington & Co
- From Stinson  
to

David Parham  
per Woodward

Fee for Copies  
\$4 50



John P. Herndon, Petitioner.

Vs.

W.C. Herndon, David P. Parsons and Wm. Woodward,

*In Chancery.*

Memorandum.

Whereas John P. Herndon has filed his answer and petition in the chancery cause now pending in the Circuit Court of Lee County, Virginia, of James D. Cowan, C. J. McClune, R. M. Rhea and Jacob L. Thomas, merchants and partners in trade under the firm name and style of Cowan McClune & Co. against W. C. Herndon, Larkin Herndon, John P. Herndon, David P. Parsons, William Woodward and John C. Stapleton, the general object of which suit is to set aside a sale and conveyance made by W. C. Herndon and wife to David P. Parsons of a tract of land described in a deed dated on the 14th day of March 1893 and filed as an exhibit with said bill, also to set aside a mortgage given by the said W. C. Herndon to William Woodward dated on the 10th day of November 1893 and also filed as an exhibit with said bill, also to set aside a sale of goods, wares and merchandise, a lot of cattle, a wagon and team, &c., alleged to have been made on or about the 10th day of November 1893 to Larkin and John P. Herndon, and to subject said lands and goods to the payment of the claim of the said Cowan McClune & Co., set up in their bill. Now the object of the petition filed in said cause by the said John P. Herndon is, if the court should set aside the sale of goods and other personal property made by the said W. C. Herndon to the said John P. Herndon on the 11th day of November 1893, by which the said W. C. Herndon provided for the settlement of debts held against him by the said John P. Herndon, then to enforce his said debts against the said W. C. Herndon, mentioned in said ~~answer~~ answer and petition, amounting in the aggregate to the sum of five hundred and six dollars (\$506.00) on said 11th day of November 1893 including principal and interest up to that date, and the further sum of two hundred and fifty dollars (\$250.00) for which he is security of the said W. C. Herndon to one John Holmes, and to provide for the payment of the same out of the effects of the said W. C. Herndon, to wit, said stock of goods wares and merchandise sold and delivered to the said John P. Herndon on said 11th day of November 1893, an invoice and appraisement of which is filed with the answer of John P. Herndon to said bill, the



tract of land described in the deed of the said W.C. Herndon and wife to David P. Parsons, lying in the Crab Orchard, Lee County, Virginia, and bounded as follows: Beginning at a stake on the North bank of the North Fork of Powell's River at the mouth of Reed's Creek, thence eastwardly with the meanderings of said river to the McCradia line, thence N. 38° W. --- poles to a gum, two chestnuts, and a spanish oak, corner to H.A. Bailey's land and with lines of same N. 34° W. 38 poles to a white oak and chestnut, thence N. 35° W. 42 poles to three white oaks, thence North with Parker's line to Jones' Creek and with said Creek to Joseph Marcum's corner, thence southwardly with said Marcum's line to A.K. DeBussk's corner, thence with his several lines and corners to Alfred Johnson's \* land formerly Samuel Parsons' land, thence with lines and corners of said Parsons' tract to James Quillen's land, thence with his lines and corners to Matthew \* Zion's land, thence with his lines and corners to Lawson's land, thence with his lines and corners to the beginning, and also the tract of land conveyed to the said W.C. Herndon by Larkin Herndon and John B. Pennington by deed dated on July 20th 1889 and recorded in the Clerk's Office of the County Court of Lee County in Deed Book No 25, page 163, it being the same tract of land conveyed by the said W.C. Herndon to William Woodward on the 10th day of November 1893 which deed is also recorder in the Clerk's Office of the Lee County Court in Deed Book No. 29 page 436, to both of which last mentioned deeds reference is here made for a more particular description of said tract\* of land.

*John C. Herndon*

Virginia Lee County to wit:

In the office of the Clerk, of the <sup>said</sup> County  
 the 8<sup>th</sup> Day of March 1894 this <sup>Scrip</sup> ~~Deed~~ was presented  
 and ~~admitted to record~~ <sup>admitted to record</sup>.

*S. J. L. Richmond*  
 Clerk



John C. Herndon  
707 dispendus

Mr. C. Herndon states

Recorded Deed Book  
No 30 Page 68.

J. V. F. Richmond  
(C. K.)

Examined

c 175

Filed for record  
March 5, 1894  
J. V. F. Richmond  
(C. K.)



James & Cowan Charles J McClung  
Mathew McClung Jacob L Thomas  
and Robt M Rhea Merchants  
and partners trading under firm  
name of Cowan McClung & Co

VS

W. C. Herndon, John P Herndon  
Larkins Herndon. Wm Woodward  
David P. Parsons, John C. Stapleton  
Defendants, Suit in Chancery in the Circuit  
Court of Lee County Virginia  
The object of this Suit is to have the deed  
executed by W. C. Herndon & wife to David P.  
Parson, on the 14<sup>th</sup> day of March 1893  
to a certain tract of 600 acres of  
land situated in Lee County Virginia  
vacated set aside and held for naught  
and the land subjected to complainants  
debt of \$1455<sup>41</sup> & cost of suit,  
Said land is lying in said county of  
Lee in the Crab Orchard on Reeds & Jones  
Creek waters of North Fork of Powell's River  
Supposed to be 600 acres and bounded  
as follows. to wit Beginning ~~beginning~~  
at a stake on the north ~~fork~~ bank of the North  
fork of Reeds Creek thence with the meanders  
thereof to the McCrader line N 38 W - to a gum  
tree corner to A B Baileys land and with the lines  
of same N 84 W 28 poles to a white oak & chestnut  
thence N 35 W 42 poles to 3 white oaks thence North  
with Parkers line to Jones Creek to J Moncure



Corner thence Southwardly with said  
Marquess line to Chas Debusks Corner  
thence with his said several lines and  
corners to Alfred Johnsons Land, formerly  
Samuel Parsons Land, thence with lines  
of said Samuel Parsons lines & Corners  
of said Samuel Parsons tract to  
James Duellen Land, thence with  
said lines & corners to Mathew Fions  
Land, thence with said Fions  
lines & corners to Lawsons Lands  
then with said line & corners to the  
Beginning, said boundary of land  
embraces the land purchased by McHendon  
from Tobias Hughes & wife Charles Penningtons  
heirs Larkin Herndon & John B Pennington  
And also the tract of land same  
upon which the said Mc. Hendon executed  
a deed of Trust to William Woodward  
on the 10<sup>th</sup> day of Nov 1/93, situated  
in said County of Lee, Beginning at  
a stake on the Mouth of Reeds Creek  
running with Lawson line to the top of  
Stone Mountain thence with the meandering  
of said Waters of North fork of Powells  
River to the Beginning, This suit. is  
intended to effect the lands Mc. Hendon  
claims to have conveyed to Mc. Hendon  
by deed, and the lands conveyed to Wm  
Woodward by Trust deed or Mortgage,  
Cowan McBlung & Co.  
Per Edw. A. Ewing atty



Virginia Sec county Court:

In the office of the clerk of the said  
County the 11<sup>th</sup> Day of December 1893 one fore-  
going Testimony was presented and  
admitted to records

Teste: S. T. L. Richmond Clerk



Cowan McClung  
Hco  
vs } Lependino

McB Herndon et al

Record Book  
No 29, Page 484

D. H. H. Richards  
Clerk

~~4/00~~  
C 100

Examined

Dec 11 1893



Sam'l J. Grammer and Jas. A. Shuttleworth  
petitioners in trade under the style  
and firm of Grammer & Shuttleworth.  
Petitioners.

vs

W. C. Herndon, John P. Herndon  
Larkin Herndon, Wm. Woodward  
David P. Parsons and John C. Stapleton  
Defendants. In Chancery.

Memorandum.

Whereas Sam'l J. Grammer and  
Jas. A. Shuttleworth petitioners in Trade  
under the style and firm of Gram-  
mer & Shuttleworth, have  
filed their petition in the Chancery  
cause, now pending in the Circuit  
Court for Lee County Virginia,  
of James D. Carwan, C. J. McElmury  
H. M. Rhea, and Jacob L. Thomas,  
petitioners in trade under the style  
and firm of Carwan McElmury  
& Co. against W. C. Herndon Larkin  
Herndon, John P. Herndon, David  
P. Parsons William Woodward and  
John Stapleton, the general object  
of which is to set aside a  
deed executed by W. C. Herndon & wife  
to David P. Parsons, dated on the  
14<sup>th</sup> day of March 1893, to a



land therein described  
Certain tract containing 600  
acres more or less, and said  
deed is filed as an exhibit in  
said bill, also to set aside  
a deed of trust or mortgage  
by the said W.C. Herndon  
to Wm. Woodward, dated on  
the 10<sup>th</sup> day of November  
1893, to certain lands therein  
described, and subject said  
lands to the payment of said  
debt of said Cavan McCleung  
set up in their bill. Now  
the object of this petition ~~is~~  
~~the~~ filed in said cause by  
the said Grammont & Shuttleworth  
is to be made parties to said  
cause, and to enforce the payment  
of their debt of \$192<sup>25</sup>/<sub>100</sub> with interest  
from December 6<sup>th</sup> 1893, against said  
W.C. Herndon, and if said deeds  
be annulled and set aside  
~~and said lands~~ <sup>and said lands</sup> held subject to the pay-  
ment of the debts of said W.C.  
Herndon, then their said debt  
be paid out of the proceeds  
of <sup>the sale of</sup> said lands. The tract of  
land described in said deed of



W. L. Hendon wife to David P. Persons.  
as follows: lying in the  
Crock Orchard in Lee County  
Virginia & bounded as follows:

Beginning at a stake on the North  
bank of the North Fork of Powell's  
River at the Mouth of Rees Creek  
thence eastwardly with the meanders  
of said river to the McCradie line  
thence N 38 W - poles to a gum, two  
Chestnuts and a Spanish Oak  
Corner to H. A. Bailey land, and with  
lines of the same N 24 W 28 poles  
to a white oak and Chestnut  
thence N 35° W 42 poles to three  
White oaks, thence North with  
Ponders line to Jones Creek and  
with said Creek to Joseph Morcum  
corner, thence southwardly with  
Morcum's line to F. H. Debusk's  
corner, thence with his several  
lines and corners to Alfred John  
son's land formerly Samuel  
Persons land, thence with  
lines and corners of said Per-  
sons tract to James Sullivan's  
land, thence with his lines  
and corners to Matthew Jones's  
land, thence with his lines and



Comers to Lawson's land <sup>his heirs and</sup> ~~Comers~~ to the beginning, and also the  
~~land~~ tract of land conveyed by  
the said W. C. Kendon to William  
Woodward, by deed dated on the  
10th day of November 1893, which  
deed is recorded in the Clerk's  
Office of the Lee County Court-  
in deed book No. 29 page 436,  
& reference is hereby made to said  
deed for a more particular description  
of the said tract of land. This  
petition is intended to effect  
lands W. C. Kendon claims  
shown conveyed to David P.  
Persons and Wm Woodward,  
by the deeds above mentioned.

Granman Thuttenworth

By J. H. Swell atty.

Virginia Lee County to wit:

In the Office of the Clerk  
of the said County the 2nd day of June  
1894 this lis pendens was presented, and  
Admitted to Record

Teste: S. V. H. Richmond Clerk

Granman Thuttenworth

vs J. H. Persons

W. C. Kendon et al.

Recorded in deed

Book 30 p. 149

S. V. H. Richmond

Clerk

Filed for record

June 2nd 1894,

S. V. H. Richmond Clerk



| Date of Judgment   | By What Court Rendered     | Time of Booking | Names & Residence of parties                                              | Debt, damages & costs                                                                                                                             |
|--------------------|----------------------------|-----------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| 1894<br>March 16th | Lee County Circuit Court - | 1894<br>Apr 3rd | Haynes, Henson & Co, Knoxville, Tenn<br>vs<br>W. C. Henderson, Lee co, Va | Debt - Judgment for \$587.05 with interest from the 4th day of October 1893 till paid & costs \$8.71: A \$2.50<br>Printer \$5.00. Co C 25c D 1.50 |

A copy

Test: S. V. F. Richmond clerk.



Haynes, Hanson & Co

copy in date Dec  
vs 1 23 24 25 26 27 28 29 30 31 32

W. B. Henderson

E

C. C. K. 25-2



Cawson, M. Clung Vles vs W. C. Herndon  
 Pavers, Little Vles " Same  
 Berry, Gillins Vles " Same  
 Cullens & Newman " Same  
 Ballard & Ballard & " Same  
 Cowen Magill Vles " Same  
 M. Milliner Vles " Same  
 Knoxville Provision Co " Same  
 Butt Young Vles " Same  
 W. W. Woodruff Vles " Same  
 Grandell Harris Tobacco Works " Same  
 Allen Stephenson Vles " Same  
 George M. Miller Vles " Same  
 Sanford, Chamberlain & Allen vs Same  
 L. C. Younger " Same

2  
 Chancery

These causes came on to be heard  
 again this day upon Motion of Haynes,  
 Herndon Vles, and was argued by Counsel;  
 Upon consideration of which and it appearing  
 to the Court that Haynes, Herndon Vles have  
 an attachment at Law pending in  
 this Court and that they have a jud-  
 gment at Law in this Court against  
 M. C. Herndon, and that they are  
 interested in the subject matter of  
 these suits, and that they were not  
 consulted about the decree entered in  
 these causes on the 10th day of  
 this month, the order of Continuance



in these causes entered on the  
 10th of March, 1894 is hereby  
 set aside, And the attached  
 in <sup>an motion of said Haynes, Hanson & Co</sup> each of these causes is  
 finished the same not  
 being made returnable to  
 this Court, and these  
 causes are continued

Cause No. 10000-10001

10000-10001

10000-10001

10000-10001 Page 585

10000-10001

10000-10001  
 3/14/94



December 19th 1893.

Invoice of Cattle, hay &c. by M.C. Parsons and J.E. Hobbs.

|                                             |                 |
|---------------------------------------------|-----------------|
| 27 Scrub Calves @ 5.00                      | \$135.00        |
| 17 Cattle @ 10.20                           | 173.40          |
| Hay                                         | 52.00           |
| 1 Mowing Machine                            | 10.00           |
| 1 Wagon                                     | 11.00           |
| 1 Old Mare                                  | 30.00           |
| 2 Oxen                                      | 50.00           |
| 1 Lot of Cull Lumber                        | 10.00           |
|                                             | <u>\$471.40</u> |
| 1 Mule sold before invoice to Emmet Parsons | 75.00           |
| 2 Cows sold before invoice                  | 40.00           |
|                                             | <u>\$586.40</u> |

List of Accounts and Notes received from W.C. Herndon by J.P.H.

|                    |      |                 |
|--------------------|------|-----------------|
| Charley Pennington |      | 310.19          |
| David Parsons      |      | 9.60            |
| James Parsons      |      | 1.33            |
| Alfred Johnson     |      | 1.60            |
| James Smith        |      | 10.00           |
| Bob Mullens        |      | 1.20            |
| William Thomas     |      | 1.25            |
| Mart Creech        |      | 9.43            |
| Alex. Robbins      |      | 5.90            |
| H.P. Dixon         |      | 2.52            |
| A. Morris          |      | 39.65           |
| Emy Woodward       |      | .60             |
| Martin Collier     |      | 12.58           |
| Marion Parsons     |      | 7.65            |
| William Cooper     |      | 4.88            |
| Wilson Carroll     |      | 4.56            |
| Zion Parsons       |      | 1.37            |
| Abraham Zion       |      | 5.30            |
| Alis Zion          |      | 2.85            |
| Bud Pennington     |      | 1.33            |
| Frank Arney        |      | 1.30            |
| Silas Stapleton    |      | .55             |
| Elihu Hoover       |      | 11.25           |
| Susan Elv          |      | 1.63            |
| C. Slem            |      | 13.41           |
| Elisha Robbins     |      | .60             |
| Susan Bailey       |      | 1.38            |
| Will G. Robbins    |      | 5.37            |
| Lias Wax           |      | 7.74            |
| Charley W. Waddle  |      | 3.40            |
| Minter Bailey      |      | 9.96            |
| W.R. Robbins       | Note | 14.95           |
| T.P. Smith         | "    | 3.50            |
| T.G. Johnson       | "    | 11.00           |
| John C. Robbins    | "    | 2.50            |
| Robert Mullens     | "    | 8.20            |
| H.P. Dixon         |      | 5.02            |
| Martin Collier     |      | 6.05            |
| J.D. Pennington    |      | 28.88           |
| Same               |      | 9.52            |
| J.R. Lanningham    |      | 33.41           |
|                    |      | <u>\$312.41</u> |



John P. Herndon et als.

Invoice of cattle &c.  
ads. also List of Accounts  
and Notes.

Powers Little & Co.

Duncan & Hyatt, p.d.



December 19th 1893.

Invoice of W.C.Herndon Stock of goods

By H.Barton and P.B.Cecil.

|    |                  |        |   |    |                      |        |
|----|------------------|--------|---|----|----------------------|--------|
| 3  | Ladies Hats      | 5.25   | : | 1  | Piece Cashmere       | .60    |
| 3  | " "              | 3.75   | : | 1  | " "                  | 6.90   |
| 2  | " "              | .80    | : | 1  | " "                  | 5.37   |
| 3  | Men's Hats       | .75    | : | 1  | " "                  | 5.00   |
| 3  | Boys' Hats       | .50    | : | 1  | Flannel              | 3.90   |
| 5  | Men's "          | 1.25   | : | 1  | " "                  | 2.25   |
| 5  | " "              | 1.25   | : | 1  | Delane Cotton        | 10.80  |
| 8  | " "              | 5.60   | : | 1  | Cambric              | 1.65   |
| 4  | Mens "           | .66    | : | 1  | Gingham              | 1.75   |
| 3  | Misses "         | .75    | : | 1  | " "                  | .93    |
| 3  | Ladies Hats      | 3.30   | : | 1  | Delane Cotton        | 1.81   |
| 1  | " "              | .80    | : | 1  | Gingham              | .75    |
| 2  | " "              | 1.50   | : |    |                      | 216.03 |
| 1  | " "              | 1.00   | : | 1  | Piece Gingham        | 1.89   |
| 1  | " "              | .75    | : | 1  | " "                  | .75    |
| 1  | " "              | .75    | : | 1  | Linsey               | 4.20   |
| 1  | " "              | .75    | : | 1  | " "                  | 3.00   |
| 1  | " "              | .80    | : | 1  | " "                  | .83    |
| 2  | Men's "          | 1.50   | : | 1  | Cotton Check         | .37    |
| 2  | Ladies "         | .25    | : | 1  | Linsey               | 3.64   |
| 3  | " "              | 3.00   | : | 1  | Cotton Plaid         | 1.57   |
| 3  | " "              | 1.80   | : | 1  | " "                  | 1.05   |
| 3  | Mens "           | .75    | : | 1  | Shirting             | 3.60   |
| 2  | " "              | 2.75   | : | 1  | Ticking              | 2.00   |
|    |                  | 40.26  | : | 1  | Drilling             | 1.20   |
| 3  | Men's Hats       | 8.00   | : | 1  | Cotton               | 1.40   |
| 4  | " "              | 3.00   | : |    | 858 Yds. Prints      | 42.90  |
| 11 | " "              | 11.00  | : | 2  | " P. K.              | 1.60   |
| 6  | " "              | 4.50   | : | 15 | Ladies Hats          | 9.00   |
| 11 | " "              | 4.40   | : | 30 | Ft. #                | 9.00   |
| 1  | " "              | 1.00   | : | 3  | Collar Pads          | ..75   |
| 5  | Boys' "          | 1.25   | : | 2  | Cloth Collars        | .50    |
| 6  | Men's "          | 1.50   | : | 1  | Piece Bedtick        | 5.20   |
| 3  | Boys' Ha"        | .75    | : | 1  | Lot Clothing         | 170.00 |
| 6  | Mens Hats        | 6.00   | : | 1  | " Shirts             | 5.00   |
| 5  | " "              | 2.50   | : | 1  | " Sundries           | 4.00   |
| 1  | " "              | .75    | : | 1  | Piece quilt Lining   | 2.08   |
| 6  | " "              | 4.50   | : | 3  | " Sheating           | 9.18   |
| 2  | " "              | 2.00   | : | 1  | " "                  | 2.94   |
| 5  | " "              | 3.00   | : |    |                      | 503.68 |
| 2  | " "              | 1.50   | : | 22 | Pieces Prints        | 55.88  |
| 3  | " "              | 3.00   | : | 1  | " Flannel            | 5.21   |
| 3  | " "              | 3.00   | : | 1  | " Linsey             | 7.25   |
| 11 | " "              | 6.60   | : | 1  | " "                  | 7.20   |
| 6  | " "              | 3.60   | : | 1  | " Flannel            | 3.50   |
| 6  | Caps             | 6.00   | : | 1  | " Jeans              | 10.35  |
| 6  | " "              | 2.64   | : | 1  | " "                  | 7.20   |
| 5  | " "              | 5.00   | : | 1  | " "                  | 6.05   |
| 3  | " "              | 3.00   | : | 4  | " Cotton Plaid       | 11.16  |
|    |                  | 128.75 | : | 1  | " Towelling          | 2.00   |
| 1  | Piece Jeans      | 3.87   | : | 1  | " Cotton ade.        | 9.30   |
| 1  | " "              | .41    | : | 1  | " Corduroy           | 7.20   |
| 1  | " "              | .42    | : | 2  | Do Shirts            | 6.00   |
| 1  | " "              | .75    | : | 1  | Show Case & contents | 25.00  |
| 1  | " Cashmere       | 9.90   | : | 14 | Prs. Slips           | 2.10   |
| 1  | " Jeans          | 5.60   | : | 2  | Towells              | .16    |
| 1  | " "              | 3.00   | : | 5  | " "                  | .31    |
| 1  | " Oil Cloth      | 1.33   | : | 1  | Job Lot Hosiery      | 3.00   |
| 1  | " Canton Flannel | 2.17   | : | 1  | Gloves               | .50    |
| 1  | " Bleached Do.   | 4.03   | : | 1  | " "                  | 1.00   |
| 1  | " " "            | 2.86   | : | 4  | Corsets              | .80    |
| 1  | " " "            | 2.19   | : | 10 | Pr suspenders        | 2.50   |
| 1  | " " "            | 1.13   | : | 1  | Do Suspenders        | 2.40   |
| 1  | " Quilt Lining   | 2.59   | : | 1  | " "                  | 264    |
| 1  | " Cashmere       | 5.32   | : | 1  | " "                  | 1.32   |



|                       |        |                         |         |
|-----------------------|--------|-------------------------|---------|
| 5 Pr. Suspenders      | 5.00   | 1 Accordion             | 1.00    |
| 2 Shirts              | 1.00   | 4 Bunches Cotton        | 3.00    |
| 6 "                   | 3.30   | 6 Do. Ginger            | 6.00    |
| 1 Do. Suspenders      | 1.50   | 5 " Iron Tonic          | 16.65   |
| 18 Prs. Children Hose | .90    | 6 " Ginger              | 6.00    |
| 1 Do. Prs Suspenders  | 1.50   | 12 " Essence            | 6.00    |
| 10 " "                | 1.25   | 1 " Oil Cinnamon        | .75     |
| 5 Prs. Gloves         | 2.50   | Crackers                | 1.00    |
| 3 Valices damaged     | 1.00   | Smoking Tobacco         | 2.40    |
| 6 Shwls               | 1.25   | 12 Prs Half soles       | 1.20    |
| 2 "                   | 1.50   | 12 Do. Essences         | 3.60    |
| 5 "                   | 3.00   |                         | 814.68  |
| 9 Bed Spreads         | 3.60   | 5 Lbs. Sulphur          | .13     |
| 3 Clocks              | 4.50   | 1-2 " "                 | .20     |
| 1 Bbl Candy           | 12.35  | 1 Bot. Nitre            | .75     |
| 3 Do Esse             | 1.80   | Copperas                | .12     |
| 1 Lot Stock Powders   | 2.33   | 1 Bottle Pills          | .50     |
| 1 Do. Cordial         | .60    | 1 Bunch Tacks           | .80     |
| 3 Cakes Soap          | .15    | 1 Do King Pain          | 1.00    |
| Pills                 | 1.45   | 1 Gal. Castor Oil & can | 1.75    |
| 14 Bottles quinine    | 1.17   | 1 " Turpentine          | .50     |
| 10 " K Oil            | .70    | 1 Lot Sundries          | 60.00   |
| 10 " Cordial          | .50    | 2 Bbl cider             | 15.50   |
| 11 " Relief           | 1.37   | 1 Keg Soda              | 5.00    |
| 9 " Bateman's drops   | .45    | 700 Lbls. Coffee        | 154.00  |
| 2 Do. Paragoric       | .60    | 1 Do. Brooms            | 2.00    |
| 2 " B. Drops          | .60    | 1 Bbl. Sugar            | 18.06   |
| 1 " Sweet Oil         | 730.60 | 552 Lbl. Bacon          | 55.89   |
|                       | 730.97 | 16 1-2 Bbl. Flour       | 53.13   |
| 3 Bottles Morphine    | 1.32   | 10 " "                  | 40.20   |
| 3 " Hair Dye          | .37    | 2 Sides Leather         | 5.88    |
| Laudanum &            | .43    | 2 " "                   | 4.72    |
| 7 Bot. Vermifuge      | .87    | 1 Saddle                | 7.00    |
| 8 " Calomel           | .20    | 1 " "                   | 8.00    |
| 7 Boxes Worm Candy    | .70    | 1 " "                   | 5.50    |
| 7 Sewing Machine Oil  | .35    | 1 " "                   | 6.00    |
| 1 Do. Rough on Rats   | .75    | 2 Prs. Bridle Riins     | .40     |
| 3 " Tincture Iron     | .90    | 1 Box Soda              | 1.80    |
| 2 Lamps               | .25    |                         | 1263.51 |
| 1 Job lot belts       | 1.00   | 1 Box Rasins            | 1.70    |
| 2 1-2 Do Box Buen     | .75    | 2 Boxes Tobacco         | 5.76    |
| 5 Locks               | 1.25   | 2 " "                   | 11.25   |
| 2 Do. Window Hinges   | 2.00   | 2 " "                   | 14.40   |
| 12 Sets Spoons        | 1.00   | 1 Job Sundries          | 10.00   |
| 1 " "                 | .60    | 1 Stove                 | 6.00    |
| 4 Peg Oil Halps       | .20    | 50 lbs Ox. Shoes        | 3.13    |
| Tacks                 | .10    | 8 Lanterns              | 3.00    |
| 1 Do. Harps           | .60    | 2 " "                   | .50     |
| 2 Sets Table Knives   | 1.20   | 25 Tin Buckets          | 3.13    |
| 2 " " "               | .50    | 25 Pint Cups            | .63     |
| 2 " " "               | .60    | 5 Girths                | .41     |
| 2 " " "               | .60    | 5 Looking Glasses       | 1.75    |
| 4 Files               | .25    | 3 " "                   | 1.35    |
| 8 Knives              | .80    | 2 " "                   | 1.10    |
| 1 " "                 | .37    | 20 Gals. Syrup          | 5.00    |
|                       | 748.93 | 3 Pitch Forks           | .75     |
| 9 Pocket Knives       | 1.35   | 1 Do. Oil cans          | 3.66    |
| 3 " "                 | .10    | 250 Lbs Bacon           | 25.31   |
| 5 " "                 | .50    | 4 Sides Leather         | 16.72   |
| 5 " "                 | 1.00   | Salt                    | .50     |
| 1 Lb. Copper Rivets   | .25    | Mattress                | 4.00    |
| 8 Boxes Cartridges    | 3.60   | 2 Snathes               | .50     |
| 19 Lamp Globes        | .48    | 3 Stoves                | 18.00   |
| 1 Banjo               | 1.00   | 1 " "                   | 10.50   |
| 1 " "                 | 2.50   | 3 Kettles               | 1.32    |
| 1 Violin              | 1.50   |                         | 1413.88 |
| 1 Accordion           | 1.65   | 3 Brass Kettles         | 2.97    |
| 1 " "                 | 1.00   | 6 Coal Hods             | 1.50    |
| 1 " "                 | 1.50   | 1 Oil Tank              | 4.75    |
| 1 " "                 | 1.75   | 3 Coffee Mills          | 1.20    |
| 1 " "                 | .50    | 12 Prs. Mens Shoes      | 9.00    |
|                       |        | 15 " " "                | 11.25   |
|                       |        | 9 " " "                 | 9.00    |
|                       |        | 6 " " "                 | 6.00    |



|    |                   |                |     |                     |                |
|----|-------------------|----------------|-----|---------------------|----------------|
| 11 | Prs. Mens Shoes   | 15.40          | 10  | Prs. Mens Boots Job | 10.00          |
| 12 | " " "             | 12.00          | 25  | " Boys' Shoes       | 15.00          |
| 18 | Childrens "       | 4.50           | 12  | " " Boots           | 12.00          |
| 30 | Ladies "          | 22.50          | 36  | " " Shoes           | 45.00          |
| 15 | " " "             | 12.75          | 18  | " Childs "          | 4.50           |
| 18 | " " "             | 12.60          | 17  | " Ladies "          | 8.50           |
| 11 | " " "             | 9.35           | 1   | Bill Jeans Pants    | 39.75          |
| 6  | Boys' "           | 3.60           | 1   | " Clothing          | 306.90         |
| 7  | Childs "          | 1.40           | 1   | Do Shirts           | 6.60           |
| 2  | " " "             | 1.00           | 1   | " " "               | 9.00           |
| 17 | " " "             | 8.50           | 1   | " " "               | 6.00           |
| 4  | Ladies Rubbers    | 1.00           | 1-2 | " Umbrellas         | 3.60           |
| 2  | Arctic "          | 1.30           | 1   | Grote Complete      | 1.75           |
| 5  | Ladies Shoes      | 3.75           | 1   | Do. Men's Hats      | 12.00          |
| 29 | " " "             | 18.85          | 1-2 | " " "               | 4.50           |
| 7  | Men's Shoes       | 8.05           | 2   | Hats                | 3.00           |
| 10 | " " "             | 10.00          | 6   | " "                 | 3.00           |
| 10 | " " "             | 10.00          | 1   | Ladies' Hat         | 1.00           |
|    |                   | <u>1616.10</u> | 6   | Prs Gloves          | 6.00           |
| 6  | Prs. Men's Boots  | 12.00          | 2   | Suits Clothing      | 6.00           |
| 41 | " Ladies Shoes    | 32.80          | 3   | " "                 | 12.00          |
| 27 | " " "             | 21.60          | 4   | " "                 | 16.00          |
| 6  | " Men's "         | 5.40           | 3   | " "                 | 9.00           |
| 10 | " " "             | 12.25          | 1   | " "                 | 5.00           |
| 6  | " Boots           | 15.00          | 2   | " "                 | 10.00          |
| 2  | " " "             | 5.00           | 4   | Boy "               | 6.00           |
| 50 | " Childs Shoes    | 20.00          |     |                     | <u>2605.00</u> |
| 60 | " " "             | 21.00          | 3   | Suits Clothing      | 12.00          |
| 50 | " Misses "        | 25.00          | 4   | " "                 | 5.00           |
| 12 | " Men's Boots     | 30.00          | 3   | " "                 | 34.00          |
| 12 | " " Shoes         | 13.20          | 3   | " "                 | 12.00          |
| 12 | " " "             | 12.00          | 2   | " "                 | 10.00          |
| 12 | " " "             | 12.00          | 3   | " "                 | 12.00          |
| 47 | " Ladies Shoes    | 32.90          | 4   | " "                 | 20.00          |
| 9  | " Men's Boots     | 13.50          |     |                     |                |
| 10 | " Boys' "         | 10.00          |     | Total invoice of    |                |
| 10 | " Mens "          | 15.00          |     | Goods by H. Barton  |                |
| 41 | " Misses "        | 26.65          |     | and P.B. Cecil..... | \$2700.00      |
| 20 | " " " Job         | 10.00          |     |                     |                |
| 12 | " Men's Shoes     | 12.00          |     |                     |                |
| 9  | " " Boots         | 22.50          |     |                     |                |
| 17 | " " "             | 17.00          |     |                     |                |
| 7  | " " "             | 7.00           |     |                     |                |
| 30 | " Misses Shoes    | 12.00          |     |                     |                |
| 11 | " Men's Boots Job | 11.00          |     |                     |                |
|    |                   | <u>2042.90</u> |     |                     |                |

A Copy.



W.C.Herndon et als.

Als. <sup>2</sup> Invoice of Goods.

Cowan McClung & Co.

Duncan & Hvatt, p.d.

*Invoice of Goods*



H. SPIRO.

J. SPIRO.

In remitting please prepay express charges. All orders by mail will receive prompt attention.

*Knoxville, Tenn., Dec 11 1893*  
*Mr W. C. Henderson*

*Cytheria*

In Acct. with **SPIRO & BRO.**

REFINERS OF PURE

APPLE  
CRAB  
PEACH  
GRAPE  
CHERRY

**CIDERS**

ALSO MANUFACTURERS OF COOPERAGE.

TERMS

93 WEST SIDE GAY STREET.

*Oct 31*

To Mdse. as per Bill Rendered.

*Notary fee*

*15 50*

*50*

*16*

DEAR SIR:—Above we hand you Statement of Account, which we trust has proven satisfactory.  
Hoping to receive further and larger orders, we are,

Truly yours,

**SPIRO & BRO.**



## State of Tennessee, County of Knox:

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn, \_\_\_\_\_

\_\_\_\_\_ J. Spring  
to me well known, and made oath in due form of law, that the within account against \_\_\_\_\_

\_\_\_\_\_ W. C. Hendon / Cynthia C. Hendon  
amounting to \_\_\_\_\_ Sixteen \_\_\_\_\_ Dollars

is justly due \_\_\_\_\_ J. Spring  
of which firm he is \_\_\_\_\_ a member \_\_\_\_\_ after the allowance of all credits

to which the said \_\_\_\_\_ W. C. Hendon / is \_\_\_\_\_

entitled, as he verily believes.

Subscribed and sworn to before me this \_\_\_\_\_ 11<sup>th</sup> \_\_\_\_\_ day of

\_\_\_\_\_ Dec \_\_\_\_\_ 189<sup>3</sup>

\_\_\_\_\_ W. C. Hendon /  
Notary Public.



**VIRGINIA--LEE COUNTY, TO-WIT:**

TO M. A. Kirk D. Sheriff Constable of said County :

I HEREBY COMMAND YOU TO SUMMON.....

H. C. Herndon

If to be found in your District to appear at office in the town of Lexington in said county, on the

16th day of Dec 1893 before me or such other Justice of the said County, as may be thereto

try this warrant, to answer complaint of.....

H. Spiro & Jas Spiro

doing business under the firm name of Spiro Brothers

and upon a claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$16.00 due

by account, and then and there make return of this warrant,

Given under my hand the 16th day of Dec 1893.

John F. Buegin J. P.

Against

On the.....day of.....189 .  
(In debt.)

At.....in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ ....., with interest thereon from the

..... day of..... 189 , till paid, and \$... for costs.

....., J. P.

VIRGINIA--Lee County, To-wit: To..... Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....

....., in your county, you cause to be made the sum of \$..... with  
interest thereon from the..... day of.... 18 , till paid, which.....

.....has recovered before.....  
warrant in debt, and also the sum of \$..... which were adjudged to the said.....

.....for costs in prosecuting said warrant.

Given under my hand the.....day of..... 18 :

..... J. P



Spiro & Brothers  
or } Harraut  
W. C. Henderson

---

~~Exchanged~~ Dec.  
1/20<sup>th</sup> Exchanged  
1/20<sup>th</sup> Jan. 1893  
Dec. 26/93  
M. B. Kirkwood.  
for C. C. Hawley  
S. C. Co



Virginia  
To the Sheriff, or any Constable of the County, to wit:

Whereas W. H. Pennington agent for H. Spiro and J. Spiro merchants trading under the firm and style name of Spiro & Brother, has this day made complaint on oath before one J. H. Buzgore a Justice of the Peace of the County wherein it was averred in said affiant's oath, W. C. Herndon last resided before he removed from this State, and wherein he has estate or debts owing to him; that he the said W. C. Herndon is justly indebted to said Spiro & Brother in the sum of \$16<sup>00</sup> which will become due on the 1<sup>st</sup> day of January, 1894; and that the said affiant believes that the said W. C. Herndon intends to remove, or is removing or has removed his effects out of this State so that there will probably not be therein sufficient effects of the said W. C. Herndon to satisfy the claim aforesaid of said Spiro & Brother when judgment is obtained therefor should any ordinary process of law be used to obtain such judgment. These are therefore in the name of the Commonwealth to require you to attach the estate of said Herndon for the amount of said claim of said Spiro & Brother and such estate so attached in your hands to secure that the same may be forthcoming



and liable to further proceedings to the said  
 Thurston at E. H. Pennington's law office in the  
 town of Pennington Gap in said County on Thursday  
 Dec. 26<sup>th</sup> 1893, before me or such other  
 justice of said County to whom you are to  
 make due & true return of this warrant &  
 how you have executed the same. Given under  
 my hand this 16<sup>th</sup> day of Dec. 1893.

John F. Rogers J. P.

He designates John P. Herndon.

Wm. Woodward, Larkine Herndon and David  
 Parsons as being indebted to or having  
 in their possession effects of said H. C.  
 Herndon the defendant in the within attachment

Spire & Brother.

per Pennington Bros.

To John P. Herndon, Larkine Herndon Wm.  
 Woodward & David P. Parsons. You have been  
 designated as persons indebted to or as having  
 in your possession effects of H. C. Herndon  
 against which the within attachment has been  
 issued. You are therefore required to appear  
 on the 26<sup>th</sup> Dec. 1893 at E. H. Pennington's law of-  
 fice in the town of Pennington Gap before me  
 and declare on oath in what sum you are  
 indebted and what effects of the said H. C.  
 Herndon are in your hands. This Dec. 16<sup>th</sup> 1893

John F. Rogers J. P.



Spies & Brothers  
as } Attachment

W. C. Herndon et al

Executed on the 20th  
day of December by  
delivering true copies  
of the within attach-  
ment to David P.  
Parsons, Wm. Wood-  
ward, John D. Herndon  
and Larkin Herndon

M. R. Kirk D.S.

J. C. Z. Mayes  
S. L. C.



Virginia Lumber Co., to wit:-

This day C. H. Huntington agent for  
H. Spiro & J. Spiro

partners in trade under the style & firm of Spiro & Bros  
personally appeared before me J. F. Burgin  
a justice of the peace in and for the  
said County of Lee & State of Va and made oath  
that H. C. Merndon 1<sup>st</sup> is justly indebted to the  
said Spiro & Bros in the sum of \$1600  
which ~~sum~~ said debt will be due payable  
on or before Jan 1<sup>st</sup> 1894. 2<sup>nd</sup> That said H. C. Merndon  
is not a resident of this state but has estate  
and debts owing to him in said County of  
Lee. 3<sup>rd</sup> That to the best of the affiant's belief the  
said Merndon is removing, intends to remove, or  
has removed his effects out of this state so that there  
will not probably left therein sufficient effects of said Merndon,  
to satisfy said debt, <sup>which judgment is obtained</sup> should the ordinary process  
of law be used to obtain judgment. 4<sup>th</sup>  
That the said Merndon has assigned or is assigning  
or about to assign his property with the intent to  
hinder, defraud & delay his creditors. 5<sup>th</sup> That he  
has converted, is converting or about to convert  
his property into money securities & evidences of  
debt ~~to that~~ with the intent to hinder, defraud  
& delay his creditors Given under my hand  
this Dec-16<sup>th</sup> 1893

J. F. Burgin J.P.



Spencer 1870

N.S. } Affidavit -

W.C. Hendon



Sprio & Brothers - On Attachment

<sup>25</sup>  
H. C. Herndon et al

At B. H. Pennington Law of-  
fice in the town of Pennington Cap-  
lin County Va on the 26th day of  
Dec. 1893

Upon hearing judge is  
rendered for the plaintiff for  
the sum of \$16.00 with interest  
from the 1st day of Dec. 1893, and  
\$3.00 Costs, it is ordered that  
M. R. Kirk d. J. for C. E. Flannery  
sheriff of Lin County, do make  
sale of six Chairs now at L. M.  
Slumps old stove - house in Pennington  
Gap - and one old mowing machine  
& rake, some old hoes, plows  
& gearing, bedsteads, cupboard  
& table and an old Cook stove  
now on the premises of David  
D. Parsons in Lin County attach-  
ed \* effects ~~as~~ as the law di-  
rects and pay & satisfy the  
said judgment to said plain-  
tiff & return the surplus to said  
defendant.

Given under my hand this  
Dec. 26th 1893

John F. Burgin J. P.



Spies & Bro-  
vs { Judgt on  
attachmt  
J.C. Herndon

Executed December 27. 1894  
By leaving on one old  
mowing machine one old  
hay rake two old  
turning plows two old  
bedsteads one old cupboard  
one old table two chairs  
two horse collars two pair of  
horns two pair of traces chains  
one needle gun and six  
chairs one old clock one  
old cook stove one old  
plow stock and old plow  
the goods on chattels of  
W.C. Herndon  
to satisfy one judgement  
and execution I have in my  
hands in favor of Spies & Bro  
vs W.C. Herndon  
M.R. Kirk D.C.  
for to E. January 3 & 6

Reid on within execution \$5.00 from  
M.R. Kirk D.C. of the Co, this Jan 9th 1894  
E.M. Drumming  
Reid of M.R. Kirk D.C. \$1.00 my costs. Jan 9th 1894  
John D. Higgins J.D.  
Reid on within my costs \$3.00 - Jan 9th 1894  
M.R. Kirk



Joseph McTeer, Chas. McTeer and Wm. M. Hood merchants and partners in trade doing business under the firm name and style of McTeers, Hood & Co.

Vs.

John P. Herndon, Larken Herndon, Wm. Woodward, David P. Parsons and John C. Stapleton, Defendants

The object of this suit is to have the deed of W.C. Herndon and wife executed on the 14th. day of March, 1893 to David P. Parsons conveying a certain tract of <sup>land</sup> lying and being Lee County, on the waters of Jones' creek and the North Fork of Powels river, in the a Pocket and Crab Orchard Country and containing some 1200 acres, vacated and set aside and held for naught, and the land subjected to the payment of the said plaintiffs a debt of \$228.30 and the costs of this suit. Said Land is the same land which was conveyed to the said W.C. Herndon by Larken Herndon, Tobias P. Hughes and John B. Pennington and is Bounded as follows, to-witt: Beginning at a stake on the North bank of of the North Fork of Powels river at the mouth of Reeds Creek, thence eastwardly with the meanders of the said river to the McCreddie line, thence N. 38 W. poles to a gum, two chestnuts, and a spanish oak, corner to H.A. Bayleys land, and with lines of the same N. 24 W 28 poles to a white oak and chestnut, thence N. 35 W. 42 poles to three white oaks, thence northwardly with Parkers line to Jones Creek and with said creek to Markum's corner, thence with Markum's line southwardly to A.K. DeBusk's corner, thence with several lines and corners of to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corners of the said Parsons tract to James Quillen's land thence with his lines and corners to the ~~land~~ Mathew Zion's land, thence with his lines and corners to Lawson's land, thence with his lines and corners to the Beginnington, and also the tract of land conveyed to the said W.C. Herndon by said Larken Herndon and John B. Pennington by deed dated July 20th. 1889, and recorded in the clerk's office of the county Court of Lee County







M<sup>rs</sup> Leers Hord & Leo  
vs J Leis Gunders  
W. L. Herndon et al

Recorded in Deed  
Book 30 P 160

J. D. F. Richmond Clerk

"1"

Filed for record  
June 7<sup>th</sup> 1894  
J. D. F. Richmond Clerk



Larkin Herndon, Petitioner.

vs.

W.C.Herndon, John P.Herndon, David P.Parsons and Wm.Woodward.

Memorandum.

Whereas Larkin Herndon has filed his answer and petition in the chancery cause now pending in the Circuit Court of Lee County, Virginia, of James D.Cowan, C.J.McClung, R.M.Rhea and Jacob L.Thomas, merchants and partners in trade under the firm name and style of Cowan McClung & Co. against W.C.Herndon, Larkin Herndon, John P.Herndon, David P.Parsons, William Woodward and John C.Stapleton, the general object of which suit is to set aside a sale and conveyance made by W.C.Herndon and wife to David P.Parsons of a tract of land described in a deed dated on the 14 day of March 1893 and filed as an exhibit with said bill, also to set aside a mortgage given by the said W.C.Herndon to William Woodward ~~and~~ dated on the 10th day of November 1893 and also filed as an exhibit with said bill, also to set aside a sale of goods, wares and merchandise a lot of cattle, a wagon and team, &c., alleged to have been made on or about the 10th day of November 1893 to Larkin and John P.Herndon, and ~~to~~ to subject said lands and goods to the payment of the claim of the said Cowan McClung & Co., set up in their said bill. Now the object of the petition filed in said cause by the said Larkin Herndon is, if the Court should set aside the sale of goods and other personal property made by the said W.C.Herndon to the said John P.Herndon on the 11th day of November 1893, by which the said W.C.Herndon provided for the settlement of the debts held against him by the said Larkin Herndon, then to enforce his said debts against said W.C.Herndon, mentioned in said answer and petition, amounting in the aggregate to the sum of two thousand two hundred dollars and ninety cents (\$2200.90) on said 11th day of November 1893 including interest up to that day, and the further sum of \$325.00 for which the said Larkin Herndon was security of the said W.C.Herndon to the Pennington Gap Bank and which he had to pay on the 15th day of December 1893, and the further sum of \$250.00 for which he is the security of the said W.C.Herndon to one John Holmes, and to provide for the payment of the same out of the effects of the said W.C.Herndon, to wit, said stock of goods wares and merchandise sold and de-



livered to the said John P. Herndon on said 11th day of November 1893, an invoice and appraisement of which is filed with the answer of John P. Herndon to said bill, the tract of land described in the deed of the said W.C. Herndon and wife to David P. Parsons, lying in the Crab Orchard Lee County Virginia, and bounded as follows: Beginning at a stake on ~~the~~ the North bank of the North Fork of Powell's River at the mouth of Reed's Creek, thence eastwardly with the meanderings of said river to the McCradia line, thence N. 38 W. ---- poles to a gum, two chestnuts, and a spanish oak, corner to H.A. Bailey's land and with lines of same N. 24 W. 28 poles to a white oak and chestnut, thence N. 35 W. 42 poles to three white oaks, thence North with Parker's line to Jones' Creek and with said Creek to Joseph Marcum's corner, thence southwardly with said Marcum's line to A.K. Debusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parsons' land, thence with lines and corners of said Parsons tract to James Quillen's land, thence with his lines and corner to Matthew Zion's land thence with his lines and corners to Lawson's land, thence with his lianes and corners to the beginning, and also the tract of land conveyed to the said W.C. Herndon by Larkin Herndon and John B. Pennington by deed dated on July 20th 1889 and recorded in the Clerk's Office of the County Court of Lee County in Deed Book No. 25, page 163, it being the same tract of land conveyed by the said W.C. Herndon to William Woodward on the 10th day of November 1893 which deed is also recorded in the Clerk's Office of the Lee County Court in Deed Book No. 29 page 156 to both of which last mentioned deeds reference is here made for a more particular description of said tract of land.

*Larkin Herndon*

*Filed for record March 8th 1894*

*J. W. St. Richard*

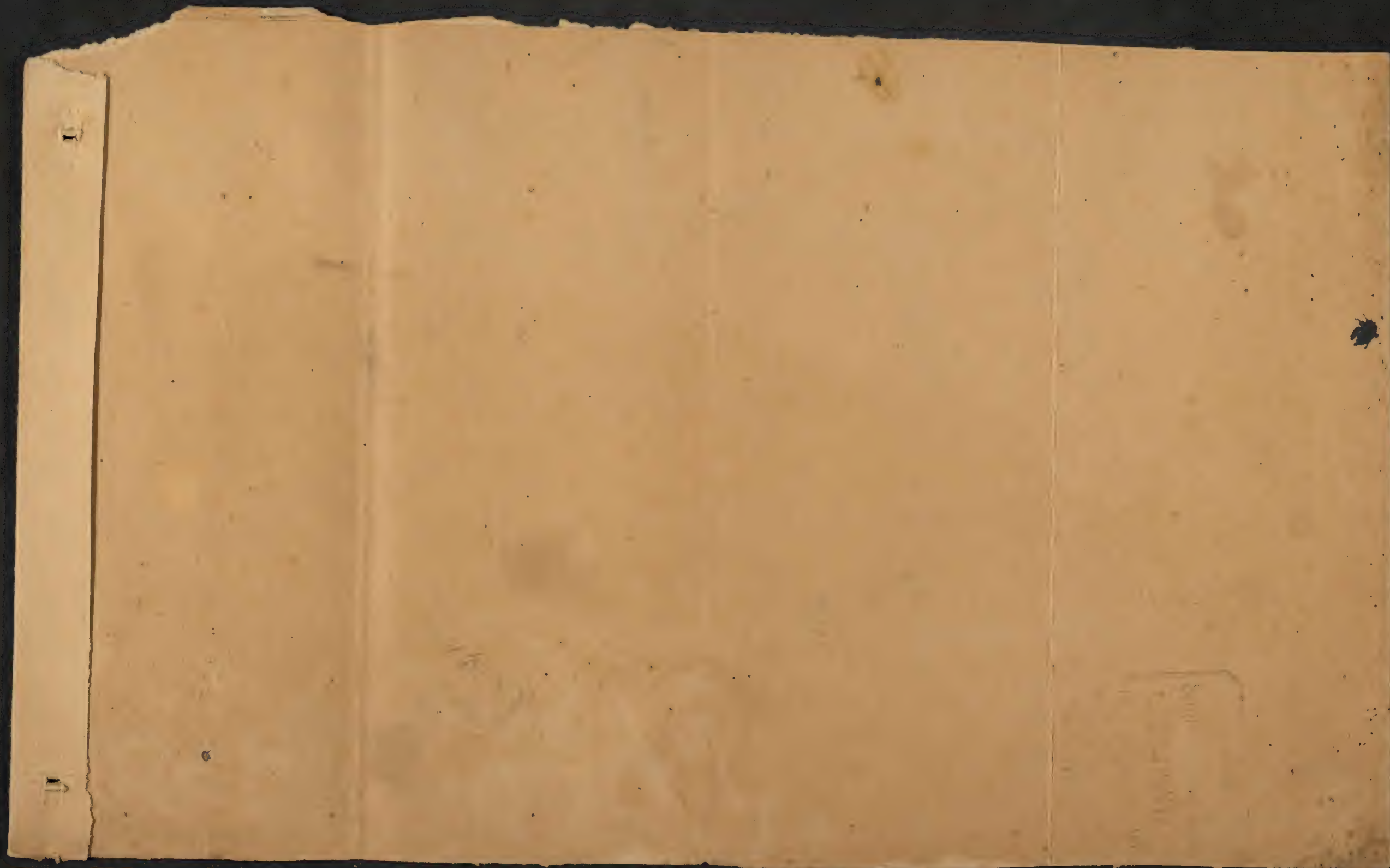


Virginia Lee County to wit:

In the Office of the Clerk of the  
Said County the 8<sup>th</sup> Day of March 1894 the foregoing  
Lispendus was presented and admitted to  
records.

Test: J. V. L. Richmond Clerk







Clarkin Herndon  
vs  $\frac{1}{2}$  Memorandum  
H. C. Herndon et al  
~~Memorandum~~  
Records Dead Book  
No 30 Page 68  
~~in~~  
San Richmond  
Clerk

Examine







for

John C. Hoofden



Cowan, McClung & Co.,

L.C. Younger,

Crandle Harris Tobacco Works,

W.W. Woodruff & Co., et al.,

vs.

W.C. Herndon, et al.,

Complainants.

Defendants.

Pursuant to decree rendered in the above cause on Sat., June 9th, 1894, by the Circuit court for Lee county, Virginia, I, the undersigned special commissioner, will on the 24th day of September, 1894, sit in my office on the 3rd floor of the court house of said county, for the purpose of ascertaining the priorities of the debts of the complainants and petitioners in this cause, mentioned in the said decree. Any other matter required by interested parties, or deemed pertinent by myself will be reported.

Notice is hereby given all parties and their attorneys of the above time, place and object.

This Aug. 3, 1894.

*E. W. R. Ewing,*

Special Commissioner.



I hereby accept service of the within  
 notice for the following parties, v. v.  
 Cowan M<sup>c</sup> Clung & Co, Cowan Maguire & Co  
 W.W. Woodruff & Co, George M<sup>c</sup> Miller & Co,  
 Paine Little & Co., Hill Lloyd & Co.  
 M.L. Ross & Co. Sanford Chamberland  
 & Albin, Knoxville Trust Co, Spence  
 & Co. Graedel Harris Tobacco Works,  
 L. C. Younger, M. Mihner & Co, Roth  
 Young & Co. Ballard & Ballard Co.  
 Morrison Medicine Co. W.S. Hunt &  
 Hall & Wood Mfg Co, Knoxville Pro-  
 vision & Sugar Co, Allen Stephens & Co  
 M<sup>c</sup> Lewis & Paine, Hood & Co and Sprink  
 Bros.  
 Pennington & Braswell.

I hereby accept service of the  
 above notice for Cullen & New-  
 man; Berry Gilliam & Co.;  
 Elhart, Jayner & Co., & M.R. Robins  
 & for myself as their atty,  
 This Aug. 4, 1894,

J. M. Braswell.

I accept service for Haynes, Henshaw & Co, and as  
 atty &c. Aug 6<sup>th</sup> 1894. Wm A. O.W.

Service of the foregoing notice is accepted.  
 This August, 7<sup>th</sup> 1894.

B. H. Sewell atty,  
 for Haynes & Co, Haynes & Co,  
 Louisville Tin & Sheet Co,  
 Graham & Shellworth &  
 Pennington & Braswell.



Cowan, McChungles,  
et al.  
vs. { Court Notice.  
W. L. Herndon, et al.

Acceptance on inside.

I posted a true copy of  
the within notice at  
the front door of the Lee  
Co. C. H. for more than 30  
days previous to my sitting -  
E. W. R. Ewing,

Special Commissioner.

A-



August the 29th 1893.

One day after date I promise to pay J.P. Herndon Five hundred Dollars for value received of him, waiving all homestead exemptions as to this debt. Witness my signature and seal.

W.C. Herndon (Seal.)

\$200.00 One day after date I promise to pay to Larkin Herndon Two hundred Dollars, for value received, waiving my homestead as to this note. Witness my hand and seal this July 10th 1891.

W. Craig Herndon (Seal)

Cynthia Herndon (Seal.)

Fritts Lee County Va.

\$300.00 One day after date I promise to pay to the order of Larkin Herndon three hundred Dollars and 00 Cents for value received, and I hereby waive the benefit of my homestead exemption as to this debt. Witness my hand and seal this 9th day of May 1892.

W.C. Herndon (Seal)

January the 1st 1892.

One day after date we promise to pay Larkin Herndon Seven hundred and Eighty Eight Dollars and Eighty cents for value received of him, waiving our homestead exemption as to this debt. Witness our hands and seals.

W.C. Herndon (Seal.)

Cynthia Herndon (Seal.)

\$200.00

June the 7th 1892.

One day after date we promise to pay Larkin Herndon on order Two Hundred dollars, without defalcation, for value received. And we do hereby confess judgement therefor, and release errors and we do hereby waive all stay of execution from and after maturity of the above note, and all laws exempting property from execution; and agree that all our property and effects may be taken in execution to pay the sum aforesaid

W.C. Herndon (Seal.)

Cynthia Herndon (Seal.)

On the back of this note appears the following:- Credit the within note \$8.18 April 20th 1893: and Credit the within Note \$8.00 September 2nd 1893.



August 10th 1893

Twelve months after date I promise to pay Larkin Herndon five hundred and seventy five Dollars \$575.00 for value received of him, -waiving all homestead exemptions as to this debt. Witness my hand and seal.

W.C.Herndon (Seal.)

Pennington Gap Bank, Virginia.

\$325.00

Pennington Gap, Va., Oct. 14th 1893

Sixty days after date I promise to pay to the order of John J. Stapleton and Larkin Herndon Three Hundred and twenty five Dollars, at Pennington Gap Bank, of Pennington Gap, Va., for value received, and I waive the benefit of my homestead exemption as to this debt.

Given under my hand day above written.

The undersigned principal and endorsers of this note, which is filled up before signing, agree that if the same is placed in the hands of an Attorney at law for collection or has to be sued on, that we will pay ten per cent Attorney's fees, in addition to principal and interest which fee shall be added and become part of judgement.

Due December 13th 1893.

W.C.Herndon.

On the back of this last mentioned note appears the following:--  
We, as endorsers of this note, waive demand, protest, and all exemption laws and guarantee payment of same, and acknowledge that we sign with a full understanding on this notice.

Larkin Herndon

J.J.Stapleton.

And across the face of this note is stamped:--

Pennington Gap Bank,

Paid

Dec 15 1893

Pennington Gap, Va.



W.C. Herndon et als.

Ads. & Copy of Notes.

Cowan McClung & Co.

Duncan & Hvatt, p.d.

*Copy of Notes*



Cowan, McGlun & Co.,

L.C. Younger,

Cradle Harris Tobacco Works,

W.W. Woodruff & Co., et al.,

Complainants.

vs.

W.C. Herndon, et al.,

Defendants.

Pursuant to decree rendered in the above cause on Sat., June 9th, 1894, by the Circuit court for Lee county, Virginia, I, the undersigned special commissioner, will on the 24th day of September, 1894, sit in my office on the 3rd floor of the court house of said county, for the purpose of ascertaining the priorities of the debts of the complainants and petitioners in this cause, mentioned in the said decree. Any other matter required by interested parties, or deemed pertinent by myself will be reported.

Notice is hereby given all parties and their attorneys of the above time, place and object.

This Aug. 3, 1894.

*E. W. R. Ewing,*

Special Commissioner.



Cowen, McClung & Co.

L. C. Younger,  
Et al, Et al.

vs.

Notice, re-

W. C. Herndon, et al

---

Executed Aug 29 1894  
By delivering a  
copy of this notice  
to Will Woodward  
& David Parsons  
M H Kirk D 3  
for E. H. Lang  
S. J. C.



Commonwealth of Virginia,

To the Sheriff of the County of Granting:

We Command you, that you  
summon Jos. R. Pennington, H. B. Dixon,  
David P. Parsons, Wm. D. Gilbert  
Johias P. Smith, R. H. Schuck, J. M. Parsons  
Andrew J. Bayley

to appear at 9 o'clock on May 1<sup>st</sup> 1894  
at the law office of E. W. Pennington  
in the town of Pennington Gap, Lee  
County, Va. to testify and the truth  
to speak in behalf of Cowan, Mc-  
Lung & Co. and others in a certain  
chancery cause wherein said  
Cowan, McLung & Co. and others  
are plaintiffs and W. C. Sturden,  
and others are defendants.

And this they shall in no wise  
omit, under the penalty of \$20<sup>00</sup>.  
And have them & there this writ.

Witness R. B. Munsey, Clerk of  
our said Circuit the 23<sup>rd</sup> day of  
April, 1894, and in the 118<sup>th</sup> year of  
the Commonwealth.

R. B. Munsey  
Clerk.



2.50  
1.60  
1.00  
1.50

1.60

Cowan, McCleung & Co  
vs & Spa for Witnesses

W. C. Hurdan et al  
Do 1<sup>st</sup> day of May 1894  
at E. H. Pennington's office  
In Pennington Gap, Va

Executed April 26<sup>th</sup> 1894  
By summoning the  
Within witnesses of this  
Spa to take depositions  
M R Kirk D S  
for C E Hearnay  
O L B



7

West. Johnston & Co., Richmond.

# The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *W. L. Herndon, Larkin Herndon*  
*John P. Herndon, David P. Parsons, William Woodward*  
*and John L. Stapleton*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *first* Monday in *January*, 1893, to answer a bill in Chancery, exhibited against *them* in our said court by *James D. Cowan, Charles J. Mcclung, Mathew Mcclung, Jacob L. Thomas and Robert M. Rhea* Wholesale Merchants and partners in trade under the firm & style of *Cowan Mcclung & Co*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *8th* day of *December* 1893, and in the *118th* year of the Commonwealth.

*A Copy Teste* *A. B. Munsey* Clerk.  
*A. B. Munsey clerk*



The proper affidavit having been made and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to wit:

Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 33 W. --- to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po. to a white oak and Chestnut, thence N. 35 W. 42 po. to 3 white oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25-163.

*Attest Mary Clark*

*Cowan Mcblum & Co*

VS. { SUBPENA  
IN CHANCERY.

*W. C. Herndon et al*

*G. A. Ewing* p. q.

To 1st January Rules,  
Circuit Court.

Executed Dec. 13 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larkin Herndon, John C. Stapleton, Wm. Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows:

Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 33 W. --- to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po. to a white oak and Chestnut, thence N. 35 W. 42 po. to 3 white oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25-163.

*J. B. Pennington*



6

West. Johnston &amp; Co., Richmond.

## The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*W. B. Herndon, Larkin Herndon  
John P. Herndon, David P. Parsons, William Woodward  
and John C. Stapleton*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *first* Monday in *January*, 189 *3*, to answer a bill in Chancery, exhibited against *them* in our said court by *James D. Cowan, Charles J. Mcblung, Mathew Mcblung, Jacob L. Thomas and Robert M. Rhea, Wholesale Merchants and partners in trade under the firm & style of Cowan Mcblung & Co.*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *8th* day of *December* 189 *3*, and in the 11 *8<sup>th</sup>* year of the Commonwealth.

*A copy Teste* *A. B. Munsey* Clerk.  
*A. B. Munsey* Clerk



The proper affidavit having been made and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the

said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Josepo Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25-163.

*A. B. Mursey Clerk*

vs.

**SUBPÆNA  
IN CHANCERY.**

p. q.

To ..... Rules,  
Circuit Court.

Executed Dec., 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larken Herndon, John C. Stapleton, Wm. Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek, thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Josepo Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with his lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25-163.



In the Clerk's Office of the Circuit Court of the County of  
Lee on the 1st day of January, 1894.

Cowan McBlung & Co  
against

Plaintiff

In Chancery

W. C. Herndon et al

Defendant

The object of this suit is to ~~to~~ set aside and annul the deed of W. C. Herndon  
~~wife to David P. Parsons dated March the 14th 1893.~~ 2nd to set aside and declare  
~~void the deed made by W. C. Herndon wife to Wm. Woodward dated Novr~~  
~~the 6th 1893; 3rd to annul the transfer of goods & chattels made by W. C. Herndon~~  
~~to John P. & Marking Herndon on or about Novr the 1st 1893; and~~  
~~4th that a judgment be given in favor of the Plffs against the Defendants~~  
~~for the amount mentioned in the bill.~~  
And an affidavit having been made and filed that the defendant W. C. Herndon is

not a resident of the State of Virginia, it is ordered that he do appear here, within fifteen days  
after due publication hereof, and do what may be necessary to protect his interest in this suit. And  
it is further ordered that a copy hereof be published once a week for four weeks in the Lee County  
Republican and that a copy be posted at the front door of the court-house of this County  
on the first day of the next term of the County Court.

A copy—Teste:

George A. Ewing p. q.

A. B. Munsey Clerk.



Cowan McElung & Co

vs. }

ORDER OF  
PUBLICATION.

W. C. Herndon et al.  
J. A. B. Munsey clerk  
of the circuit court  
do certify that I delivered  
the within order to the  
Lee County Republican  
on the 1st day of Jan'y  
1894 for publication and  
posted a copy thereof at  
the front door of the  
court house at the Jan'y  
Term 1894 of the county  
court J. A. B. Munsey  
clerk



72 87

# The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU TO SUMMON

*H. Barton, & P. B. Cecil, & E. Hobbs*

to appear before <sup>a court</sup> ~~the Judge~~ of our Circuit Court of Lee County, at the <sup>office of C. T. Duncan in the</sup> ~~court house thereof~~ on the <sup>30th</sup> ~~30th~~ day of <sup>May</sup> 1894, to testify and the truth to say in behalf of the <sup>Town of Fincastle</sup> ~~Defendant~~

in a certain matter of controversy in our said Court, before the said Judge depending and undetermined between

*Cowan Melburn & Co et als* Plaintiff

and *W. C. Herndon et als* Defendants :

And have then there ~~this~~ writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the <sup>23rd</sup> day of <sup>May</sup> 1894, and in the 11 <sup>8th</sup> year of the Commonwealth.

*A. B. Munsey* Clerk.



*W. C. Herndon et al*

*Ado* }

SUBPENA  
FOR  
WITNESS.

*Cowan McBlung & Co et al*

Circuit Court, the *30<sup>th</sup>* day of

*May* 189*4*.

Executed by  
Surre all the  
within witness  
of this Spa  
this May 29/94  
L. M. Wade D. S. for  
C. E. Gilman  
S. L. C.



In the Clerks Office of the Circuit Court of the county of Lee on the 1st day of January 1895.

Cowen McClung & Co. Plff

vs

W. C. Herndon et al Deft

In Chan'y

The object of this suit is to 1st is to set aside and annul the deed of W. C. Herndon and wife to David P. Parson dated March the 14th 1893; 2nd to set aside and declare void the deed made by W. C. Herndon and wife to Wm Woodward dated Nov. the 10th 1893; 3rd to annul the transfer of goods and chattels made by W. C. Herndon to John P. and Lark in Herndon on or about Nov. the 10th 1893; and 4th that a judgment be given in favor of the plff against the deft for the amount mentioned in the bill.

And an affidavit having been made and filed that the defendant W. C. Herndon is not a resident of the State of Virginia, it is ordered that he do appear here within fifteen days after due publication hereof and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Lee County Republican and that a copy be posted at the front door of the court house of this county on the first day of the next term of the county court.

A copy—Teste:

A. M. Hunsey Clerk.

George A. Ewing p q

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I, *W. P. Bryden & Son* pub

isher of the LEE COUNTY REPUBLICAN a weekly newspaper, published in the town of Jonesville, county of Lee, and State of Virginia, do hereby certify that the foregoing Order of Publication was duly published in the above named paper for four successive weeks, ending the

*1st* day of *Feb* 1894.

*W. P. Bryden & Son*

Publisher, LEE COUNTY REPUBLICAN



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